



MAROTTA/MAIN
ARCHITECTS

PROJECT MANUAL – SPECIFICATIONS

VOLUME 1 - LEGAL

**CLUBHOUSE RENOVATIONS PROJECTS – ARPA
COMMUNITY FACILITIES – BOYS AND GIRLS CLUB OF
LANCASTER**

116 S. Water Street, Lancaster, PA 17603

335 Dauphin Street, Lancaster, PA 17602

229 W. Lemon Street, Lancaster, PA 17603

for

BOYS AND GIRLS CLUB OF LANCASTER

September 30, 2024

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

SPECIFICATION INDEX

**CLUBHOUSE RENOVATIONS PROJECTS – ARPA COMMUNITY FACILITIES –
BOYS AND GIRLS CLUB OF LANCASTER**

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**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 01 01 - PROJECT TITLE PAGE

PROJECT NAME:

Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster

Hill Clubhouse
116 S. Water Street
Lancaster, PA 17603

McMurtrie (SE) Clubhouse
335 Dauphin Street
Lancaster, PA 17602

Walker Clubhouse
229 W. Lemon Street
Lancaster, PA 17603

OWNER:

Boys and Girls Club of Lancaster
116 S. Water Street
Lancaster, PA 17603

Architect Project No.: 24-BGC-01

DESIGN PROFESSIONALS OF RECORD:

ARCHITECT:

MAROTTA/MAIN ARCHITECTS
Connie King
214 North Duke Street
Lancaster, PA 17602
P: 717.393.3211
F: 717.393.3212
E: cmk@marottamain.com

ENGINEERS/CONSULTANTS:

MECHANICAL Evolution Building Services, LLC
ELECTRICAL Todd Postlethwait
PLUMBING 705 Corvair Road
 Lancaster, PA 17601
 P: 717.203.9751
 E: toddmepdesign@comcast.net

SITE / CIVIL:

Harbor Engineering, Inc.
Steve Gergely
41 South Main Street
Manheim, PA 17545
P: 717.665.9000
E: sgergely@harborengineering.com

END OF SECTION 00 01 01

24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster

SECTION – 00 01 15 - LIST OF DRAWING SHEETS

PART 1 - List of Drawing Sheets

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Renovations Projects – Hill, McMurtrie, and Walker Clubhouses, dated September 30, 2024, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

HILL CLUBHOUSE

ARCHITECTURAL

- CS1 COVER SHEET
- A1.1 DEMOLITION PLAN, RENOVATION PLAN, REFLECTED CEILING PLAN, SCHEDULES
- A8.1 ENLARGED PLANS, ACCESSIBILITY DETAILS

PLUMBING

- P0.1 PLUMBING NOTES & SCHEDULES
- P1.1 PLUMBING PLANS

MECHANICAL

- M0.1 HVAC NOTES & SCHEDULES
- M1.1 HVAC PLANS

ELECTRICAL

- E0.1 ELECTRICAL NOTES & SCHEDULES
- E1.1 ELECTRICAL PLANS

MCMURTRIE (SE) CLUBHOUSE

ARCHITECTURAL

- CS1 COVER SHEET
- AD1.1 FIRST FLOOR DEMOLITION PLAN
- A1.1 FIRST FLOOR PLAN
- A6.1 FIRST FLOOR REFLECTED CEILING PLAN
- A8.1 GROUND FLR INTERIOR PLAN & EQUIP. SCHEDULES

PLUMBING

- P0.1 PLUMBING NOTES & SCHEDULES
- P1.1 PLUMBING PLANS

MECHANICAL

- M0.1 HVAC NOTES & SCHEDULES

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M1.1 HVAC PLANS

ELECTRICAL

E0.1 ELECTRICAL NOTES & SCHEDULES
E1.1 ELECTRICAL PLANS

WALKER CLUBHOUSE

ARCHITECTURAL

CS1 COVER SHEET
A0.1 GENERAL STRUCTURAL NOTES & SCHEDULE OF SPECIAL INSPECTIONS
AD1.1 FIRST FLOOR DEMOLITION PLAN
AD1.2 ROOF DEMOLITION PLAN
A1.1 FIRST FLOOR PLAN
A5.1 ROOF PLAN
A5.2 TYPICAL ROOF DETAILS
A5.3 TYPICAL ROOF DETAILS
A6.1 FIRST FLOOR REFLECTED CEILING PLAN
A7.1 RAMP AND STAIRS ENLARGED PLANS
A7.2 RAMP AND STAIRS SECTIONS
A7.3 TYPICAL DETAILS
A8.1 TOILET ROOM ENLARGED PLANS & INTERIOR ELEVATIONS
A9.1 DOOR & WINDOW SCHEDULE, TYPES, & DETAILS
A10.1 FINISH SCHEDULE & LEGEND

CIVIL

Sheet 1 of 2 EXISTING CONDITIONS / DEMOLITION / LAYOUT & GRADING PLAN
Sheet 2 of 2 DETAILS

PLUMBING

P0.1 PLUMBING NOTES & SCHEDULES
PD1.1 DEMO PLUMBING PLAN
P1.1 NEW PLUMBING PLAN

MECHANICAL

M0.1 HVAC NOTES & SCHEDULES
MD1.1 HVAC DEMO PLAN
M1.1 HVAC PLAN

ELECTRICAL

E0.1 ELECTRICAL NOTES & SCHEDULES
ED1.1 ELECTRICAL DEMO PLAN
E1.1 ELECTRICAL PLAN

END OF SECTION 00 01 15

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

ADVERTISEMENT TO BID

Sealed proposals will be received by the **Boys & Girls Club of Lancaster at the office of Marotta/Main Architects, 214 N. Duke Street, Lancaster, PA 17602, on October 25, 2024 by 1:00 PM** for furnishing all the materials and performing all the work required for the following project:

CLUBHOUSE RENOVATIONS PROJECTS – ARPA COMMUNITY FACILITIES – BOYS AND GIRLS CLUB OF LANCASTER

HILL CLUBHOUSE
116 S. WATER STREET
LANCASTER, PA 17603

McMURTRIE CLUBHOUSE
335 DAUPHIN STREET
LANCASTER, PA 17602

WALKER CLUBHOUSE
229 W. LEMON STREET
LANCASTER, PA 17603

The proposals will be publicly opened at the date and time, herein listed above.

Each bidder shall assume sole responsibility with respect to delivery of their bids. Bid security shall be submitted with each bid in the amount of 10% percent of the proposal amount. No proposal may be withdrawn for a period of 60 days after opening, except as permitted under the Bid Withdrawal Act, 73 P.S. Section 1602. However, this time period is extended to 120 days if the award of a contract is delayed due to the required approval by another government agency, the sale of bonds or the award of a grant. Owner reserves the right to reject any and all bids and to waive informalities and irregularities to the extent permitted by Pennsylvania law.

Bids will be received for the following Work:

General Building Construction

Bid must be sealed and plainly marked on the lower left corner of the envelope noting the following:

CLUBHOUSE RENOVATIONS PROJECTS

Boys & Girls Club of Lancaster
c/o Karen Schloer

Electronic bid documents will be available Monday September 30, 2024, by the end of the day. Requests for bid documents may be made to the Office of the Architect by emailing Camryn Bryan (cdb@marottamain.com). Documents will be provided to prime bidders only; only complete sets of documents will be issued. Any Prime Contractor that intends to bid the project through receipt of documents from sources other than the Architect, must notify the Architect's Office of their intent to bid.

A non-mandatory pre-bid conference for bidders will be held at the project sites followed by a walk-through on **October 2, 2024, 9:00a.m.**, local time. The meeting will start at Hill Clubhouse.

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ARPA Community Facilities - Boys and Girls Club of Lancaster

SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and any other documents identified as part of the Contract Documents in the Agreement Between the Owner and Contractor.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents. Any modifications to the Bidding Documents will be issued via written Addendum.
- 1.3 All Addenda are written or graphic instruments issued by the Architect prior to the submission of the Bid which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed Bid Form to do the Work for the sums quoted therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for quoted costs stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents.
- 1.8 A Base Bid Unit Cost Allowance is an amount to be included in the Base Bid and is based on a fixed quantity of a specific item that is offered by the Bidder via a unit price provided by the Bidder.
- 1.9 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.10 The term "Owner" is the Boys and Girls Club of Lancaster.
- 1.11 The term "Contract" and "Agreement" are used interchangeably.
- 1.12 The term "Architect" or "Architect/Engineer" refers to MAROTTA / MAIN ARCHITECTS.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder by making its Bid represents that:
 - 2.1.1 It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
 - 2.1.2 It has visited the Project site, has familiarized itself with the local conditions under which the Work is to be performed such as locations, accessibility and general character of the site, and has correlated its observations with the requirements of the Contract Documents.
 - 2.1.3 Its Bid is based upon the materials, systems and equipment required by the entire set of Bidding Documents, without exception. It has carefully examined each and every Bidding Document in order to determine the exact nature and scope of its Work.

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ARPA Community Facilities - Boys and Girls Club of Lancaster**

- 2.1.4 It is prepared to accept the Project in whatever condition it is in on the date the Contract is executed, without representation or warranty of any kind, express or implied, by the Owner or by any other person or entity. It has examined and familiarized itself with all existing conditions including, without limitation, all applicable laws, permits, codes, ordinances, rules and regulations that will affect the Work.
- 2.1.5 It has visited the Project site and ascertained all conditions that will in any manner effect the Work. It has requested in writing any additional information from the Owner, Architect or any other party which it deemed necessary. The Owner makes no representation as to the accuracy or completeness of any requested information furnished, and the delivery thereof shall not be deemed to constitute such a representation.
- 2.1.6 It acknowledges that it is responsible to coordinate with all Contractors performing Work at the Project. Similarly, it is responsible to such Contractors performing Work at the Project if its actions or omissions cause any damage or delay to such Contractors.
- 2.1.7 It is responsible for the maintenance and observance of sound labor practices by itself and its Subcontractors, and shall take all steps reasonably necessary to avoid labor disputes and the potential delay and disruption arising therefrom. The prevailing minimum wages as predetermined by the Pennsylvania Department of Labor and Industry, shall be paid to workmen employed in the performance of these Contracts.
- 2.1.8 No extra charge will be allowed for ignorance of Contract requirements or Project site conditions. The interrelationship of all Bidding Documents must be carefully examined.
- 2.1.10 It has examined the Bidding Documents and is completely aware of all Work, materials and/or services to be provided to enable the completion of the Work in accordance with the Bidding Documents: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

- 3.1.1 A complete electronic copy set of Bidding Documents may be obtained as set forth in the Advertisement or Invitation to Bid.
- 3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner and the Architect in making electronic copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and performing the Work defined thereunder and do not confer a license or grant for use other than for the construction of the Project.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 3.2.1 The Drawings have been prepared by the Architect on the basis of surveys and inspections of the Project, and represent a reasonably accurate indication of the physical conditions at the Project. This, however, does not impose responsibility therefore on the Owner and does not relieve the Bidder of the necessity for fully informing itself as to existing physical conditions. The Owner makes no representation as to the accuracy or completeness of such Drawings, and the delivery or use of such Drawings shall not be deemed to constitute such a representation.
- 3.2.2 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents, or of the Project site and local conditions.
- 3.2.3 Bidders requiring clarification or interpretation of the Bidding Documents shall submit written requests to the Architect, which shall be received by the Architect no later than seven (7) calendar

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ARPA Community Facilities - Boys and Girls Club of Lancaster

days prior to the date for receipt of Bids. No oral questions from Bidders will be reviewed or accepted. Also, no questions will be received by the Owner. Any conflict, inconsistency, or discrepancy in the Bidding Documents shall be reported to the Architect at least seven (7) calendar days prior to submission of the Bid.

- 3.2.4 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such other interpretations, corrections and changes.
- 3.2.5 It shall be the duty of each prospective Bidder to ascertain if Addenda have been issued and which Addenda, if any, effect the Work to be covered by the Contract for the Bid of such prospective Bidder.

3.3 SUBSTITUTIONS

- 3.3.1 The various materials and products specified in the Specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the Bidder to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or substitution meeting or exceeding the minimum standard of quality, as determined by the Architect as evidenced by Addenda." A Bid containing a substitution which does not meet the Specifications may be declared non-responsive. Where products or manufacturers are listed with the words "No Substitutions" or approved substitutions "None", these items are proprietary and the sole acceptable source for this Project, and no substitutions will be permitted.
- 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least seven (7) calendar days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including, but not limited to, drawings, cuts, performance test data, manufacturer's warranty and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that result from the substitution shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Architect's decision of approval or disapproval of a proposed substitution shall be final and binding.
- 3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.4 ADDENDA

- 3.4.1 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.2 Each Bidder shall acknowledge receipt of all Addenda in its Bid by including a listing of same on the Bid Form.
- 3.4.3 Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted.

ARTICLE 4 BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on the separate Bid Forms included with the Bidding Documents for that purpose. Bids are being received at this time for Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster. Bidders may only submit one (1) Bid per Contract.
- 4.1.2 Bids shall be submitted using forms provided, shall include the following:

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ARPA Community Facilities - Boys and Girls Club of Lancaster

- (a) Bid Form, signed and sealed;
 - (b) Bid Bond, signed and sealed, or other form of Bid Security specifically permitted herein.
 - (c) Unit Prices Form, signed
 - (d) Alternates Form, signed
 - (e) Non-Collusion Affidavit, signed and sealed; and the
 - (f) Statement of Bidder's Qualifications and Financial Disclosure;
- 4.1.3 The above items shall be tabbed and assembled in a "SET" in the order above, starting with the Bid Form, and be stapled or clipped together in the upper left corner. A complete "SET" shall be submitted in the sealed envelope described in Paragraph 4.1.10 of the Instructions to Bidders.
- 4.1.4 No Bid will be considered which is submitted other than on the Bid Form enclosed with this Project Manual, or an exact copy thereof.
- 4.1.5 All blanks on the Bid Form, including, without limitation, for the Base Bid with Alternates and Unit Prices that may affect the Contract for which they are submitting a Bid shall be filled in by typewriter or manually in ink. Alternate Bids and Unit Prices shall have the price appearing in written form where indicated, along with corresponding price in numerical form. If a blank on the Bid Form will not change the Base Bid or does not apply to the Contract for which the Bid is submitted, mark such item "No Change to the Base Bid". If a blank requesting a price is not filled in for a Base Bid, Alternate or Unit Price, the Owner shall have the option to either reject the entire Bid or consider the blank to reflect an amount of zero (\$0.00).
- 4.1.6 Any interlineation, alteration or erasure must be initialed by the signer of the Bid Form.
- 4.1.7 All requested Alternates shall be bid, if no change in the Base Bid is required enter "No Change" or "\$0.00."
- 4.1.8 The Bidder shall sign and complete the Bid Form properly in accordance with the following:
- (a) If the Bidder is an individual the Bid Form shall be executed by him/her personally, his/her signature shall be witnessed, his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.
 - (b) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by one or more of the authorized general partner(s), the signature(s) shall be witnessed and the business address of the partnership shall be stated.
 - (c) If the Bidder is a corporation, limited liability company or similar entity, the Bid Form shall be executed in the name of and on behalf of the Bidder: (1) by the President or a Vice President and attested to by the Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and the corporate seal shall be affixed: or (2) by a duly authorized agent of the Bidder whose authority to act, as of the date of the Bid, shall be established by proof, in form satisfactory to the Owner, submitted with the Bid Form, the business address of the corporation shall be stated, the state of the incorporation shall be stated, and, if the Bidder is a foreign non-Pennsylvania entity, whether the entity is registered to do business in Pennsylvania shall be stated.
 - (d) If the Bid is submitted by a joint venture, the Bid Form must be executed in the joint venture name and by a person having authority to bind each joint venture entity, as provided above. The title of each signatory must appear under the signature and the official address of the joint venture must be shown below the signature. A separate Non-Collusion Affidavit and Statement of Bidder's Qualification and Financial Disclosure must be executed on behalf of each joint venture entity, as provided above.
 - (e) Three (3) copies of the Bid Form along with three (3) copies of any required information must be submitted at the time of bid.
- 4.1.9 Bids shall not contain any recapitulations of the Work to be performed. Bidder shall make no stipulation on the Bid Form nor qualify its Bid in any manner.
- 4.1.10 The Bid, inclusive of all documents required to be submitted as set forth in Paragraph 4.1.2 of the Instructions to Bidders, shall be enclosed in a sealed opaque envelope and addressed clearly on the face of the envelope as follows:

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

(Upper Left Corner)
Bidder's Name
Bidder's Address
(Center of Envelope)
c/o Karen Schloer, CEO
Boys and Girls Club of Lancaster
214 N. Duke Street
Lancaster, PA 17602
(Lower Left Corner)
Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
Bid for: General Construction

- 4.1.11 Separate sealed Proposals for Boys and Girls Club of Lancaster shall be addressed to and received by Karen Schloer, as noted in the Advertisement to Bid.

All proposals shall be clearly marked "BOYS AND GIRLS CLUB OF LANCASTER FOR 1:00 PM BID OPENING."

Contract No. 1: General Construction.

- 4.1.12 Bids shall be deposited and received by the Owner until the time and date stated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.1.13 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.1.14 Oral Bids are invalid and will not receive consideration.

4.2 BID SECURITY

- 4.2.1 Each Bid Form must be accompanied by certified check, bank check, cashier's check, treasurer's check or Bid Bond in the form included herein in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of Boys and Girls Club of Lancaster. If the Bidder receiving a Notice of Intent to Award shall fail to execute the contract, furnish the required Performance Bond and Payment Bond, Waiver of Liens/Mechanics' Lien Waiver, Verification Form required by the Pennsylvania Employment Verification Act ("Verification Form") and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within seven (7) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the Owner may apply the bid security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the Owner and any higher amount for which the Owner may contract for the required Work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the Owner by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the bid security, the Defaulting Bidder shall pay the Owner the full amount of the excess. If the Owner does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the Owner would afford, as determined in the sole discretion of the Owner, then in that event, the Defaulting Bidder and its Surety shall pay to the Owner the full amount of the bid security as liquidated damages and not as penalty.

- 4.2.1.1 A Bidder's personal check or non-certified corporate check is not acceptable as a form of Bid Security.

- 4.2.2 The carriers from whom the Bidder has purchased the required bonds must be listed in the most recent U.S. Treasury Department Circular 570 and have an A. M. Best financial rating of at least A-, and the amount of said bonds in question must not exceed the acceptable limit therein recommended for bonds. The Owner reserves the right to retain the security of the next two (2) lowest Bidders until the lowest Bidder enters into a Contract and furnishes the required Performance Bond and Payment Bond, executes the Waiver of Liens/Mechanics' Lien Waiver, Verification Form and furnishes appropriate proof of insurance.

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- 4.2.3 The Owner shall retain the Bid Security of the lowest responsive, responsible Bidder.
- 4.2.4 Bid Security shall remain in effect during the time period stipulated in Paragraph 4.3.4 or until the furnishing of Performance Bond and Payment Bond, the requisite insurance certificate, the properly executed Waiver of Liens/Mechanics' Lien Waiver, Verification Form and Contract for the applicable Work for which the Bid was submitted.
- 4.2.5 Bid Security shall be submitted with the understanding that the same shall guarantee that the Bidder, prior to execution of the Contract, will deliver to the Owner Performance Bond and Payment Bond in the forms bound herewith, as required by the Contract Documents, and shall enter into the Contract, in the form bound herewith, and shall properly execute the Waiver of Liens/Mechanics' Lien Waiver, Verification Form and shall furnish evidence of insurance coverage in accordance with applicable provisions of the conditions bound herewith. In the event the Bidder shall fail to comply with any part of the foregoing, the Owner may declare the Bidder to be in default with respect to its Bid.

4.3 MODIFICATION OR WITHDRAWAL OF BID.

- 4.3.1 Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the Owner in writing prior to the time specified for Bid opening in the Invitation to Bid.
- 4.3.2 Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.
- 4.3.3 Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after Bid opening.
- 4.3.4 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless the Project is delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.
- 4.3.5 In the event the Davis Bacon or Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to increase the amount Bid or the Contract Sum, as applicable.
- 4.3.6 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

- 5.1.1 The properly identified Bids received on time will be opened publicly and read aloud at the time and place noted in the Invitation to Bid.
- 5.1.2 If any discrepancy exists in the Bid between numbers as written in words and as written numbers, the written words will control.

5.2 REJECTION OF BIDS

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- 5.2.1 Any Bid that is incomplete, defective or irregular may be rejected by the Owner, in its sole and absolute discretion.
- 5.2.2 The Bidder, in the completion of the Bid Form, shall insert Unit Prices where applicable. If the Owner believes any Unit Price is unreasonable, the Owner reserves the right prior to the ward of the Contract to reject any or all such Unit Prices.
- 5.2.3 The Bid of any Bidder or Bidders who engage in collusive bidding shall be rejected.
- 5.2.4 The Owner may waive defects and irregularities in a Bid as permitted under Pennsylvania law, but is under no obligation to do so.
- 5.2.5 The Owner shall have the right to reject a Bid if the Bidder is not a responsible bidder under Pennsylvania law. The Owner may consider factors it feels have bearing on whether the bidder is a responsible bidder for the Project including, without limitation, the Bidder's failure to comply with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any state, federal or other agency on previous projects. The Bidder shall cooperate fully with any inquiry by the Owner on whether the Bidder is a responsible Bidder.
- 5.2.6 If for any reason whatsoever, the Owner rejects Bidder's Bid, Bidder agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Bid preparation costs.

5.3 ACCEPTANCE OF BID (AWARD)

- 5.3.1 In the event of a dispute between a Bidder and the Owner regarding the Owner's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the Owner to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the Owner be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder.
- 5.3.2 If the Owner elects to proceed with the Project, the Owner, through the Architect, will issue a Notice of Intent to Award to the lowest, responsible Bidder. Issuance of the Notice of Intent to Award shall not be construed as a binding contract or offer by the Owner and may include conditions precedent to the issuance of the Award of the Contract if deemed prudent by the Owner.

ARTICLE 6 POST BID INFORMATION

6.1 PROOF OF BIDDER'S RESPONSIBILITY

- 6.1.1 No Contract will be awarded to any person, firm or corporation that is not a responsible bidder under Pennsylvania law.

6.2 SUBMITTALS

- 6.2.1 Within seven (7) calendar days of Bidder's receipt of the Notice of Intent to Award, Bidder shall submit the following information to the Architect:
 - 1. A separate and complete Verification Form required by the Public Works Employment Verification Act, 43 P.S. § 167.1, *et seq.*, for itself acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.
 - 2. A fully executed Performance Bond as required by ARTICLE 7.
 - 3. A fully executed Payment Bond in the form required by ARTICLE 7.

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4. The Contract, as prepared by Owner based on the amount Bid, executed as required by Section 8.1.3.
 5. A Certificate of Insurance evidencing the insurance coverages and endorsements required to be maintained by the Contractor pursuant to Article 11 of the General Conditions.
- 6.2.2 Within three (3) business days of Architect's request, the Bidder shall establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- 6.2.3 Prior to the Award of the Contract, the Architect will notify the Bidder in writing if the Architect or Owner, after due investigation, have objection to any such proposed person or entity proposed to furnish and perform the Work described in the Bidding Documents. If either the Architect or Owner has objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity for approval by the Architect or Owner with no adjustment in the Bid price.
- 6.2.4 Persons and entities proposed by the Bidder and to whom neither the Architect nor Owner has made no objection under the provisions of Paragraph 6.2.3 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner or pursuant to a directive by the Owner for unsatisfactory performance pursuant to Section 3.4.3 of the General Conditions.

ARTICLE 7 BONDING

- 7.1 Prior to the execution of the Contract, the successful Bidder shall furnish and pay for the surety bonds in the form bound herewith. Boys and Girls Club of Lancaster shall be named as obligee under the surety bonds. Costs of bonds shall be included in the Base Bid.
- 7.1.1 The stated principal amounts applicable to the contract bonds required shall be as follows:
- (a) Performance Bond – One hundred percent (100%) of the amount of the Contract Sum
 - (b) Payment Bond – One hundred percent (100%) of the amount of the Contract Sum.
- 7.1.2 The surety bonds required shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania with an A. M. Best financial strength rating of at least A- and which is in accordance with the Contract Documents.
- 7.1.3 The surety bonds shall be executed on behalf of the surety in such manner as shall legally bind the surety. In the event the execution on behalf of the surety is by an agent or agents, a proper power of attorney evidencing the authority of such agent or agents shall be attached to the surety bonds. Such power of attorney shall bear the same date as the surety bonds to which it is attached.

ARTICLE 8 FORM OF CONTRACT

8.1 FORM TO BE USED

- 8.1.1 The form of the Contract is included in the Contract Documents.
- 8.1.2 Upon the Owner's determination of the lowest, responsible Bidder, the Owner will incorporate in the Contract the amounts included in the Bid Form by such Bidder and identify any Alternates selected by the Owner.
- 8.1.3 The Contract shall be executed by or on behalf of the successful Bidder in the following manner:
- (a) If the successful Bidder is an individual, the form of the Contract shall be executed by it personally, its signature shall be witnessed and any trade name employed in the conduct of its business shall be stated.

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- (b) If the successful Bidder is a partnership, the form of the Contract shall be executed, in the name of the partnership; by one or more of the authorized general partners and the signature of the general partner(s) shall be witnessed.
- (c) If the successful Bidder is a corporation, the form of the Contract shall be executed in the name of and on behalf of the corporation by: (1) the President or a Vice President and attested to by the Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and the corporate seal shall be affixed; or (2) a duly authorized agent of the corporation whose authority to act, as of the date of the form of the Contract, shall be established by proof, satisfactory to the Owner attached to the form of the Contract.
- (d) If the successful Bidder is a joint venture, the form Contract shall be executed in the joint venture name and by a person having authority to bind each joint venture entity, as provided above. The title of each signatory must appear under the signature and the official address of the joint venture must be shown below the signature.

- 8.1.4 The form of the Contract will be executed by Boys and Girls Club of Lancaster, as Owner, upon the Owner's receipt of all submittals required by Section 6.2 of these Instructions to Bidders in a form satisfactory to the Owner and satisfaction of any specific conditions for awarding the Contract that may be identified in the Notice of Intent to Award.

ARTICLE 9 DURATION OF CONTRACTS

9.1 ESCALATION

- 9.1.1 The Bid for each Contract must be guaranteed for the duration of this Project, and shall thereby have incorporated within it any or all escalation factors related to market conditions. Notwithstanding any other provision in the Contract Documents to the contrary, each Contractor's Contract Sum is intended to include all increases in cost, foreseen or unforeseen, including, without limitation, increases in costs arising from supply shortages, unusual delay in deliveries, increases in market prices for materials, labor, taxes and/or other causes beyond the Owner's control, all of which are to be borne solely by the applicable Contractor supplying the materials and/or labor to the Project. All loss and/or damage arising from any of the Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the applicable Contractor prosecuting the Work.

9.2 CONTRACT SCHEDULING

- 9.2.1 Time is of the essence in completing all Work under the Contract.
- 9.2.2 The Bidder understands that the Contractor will strictly facilitate the scheduling process with the separate Contractors, and responsibility for coordination of the schedule and coordination of the Work rests solely with the various Contractors as explained in the Contract Documents. The Bidder in making its Bid acknowledges that absolutely no claims will be considered by the Owner for additional costs for coordination of the schedule or lack thereof.

9.3 TIME FOR COMMENCEMENT AND COMPLETION

- 9.3.1 The Work shall be completed within the schedule stipulated in the Bidding Documents. If it becomes necessary in the opinion of the Owner to postpone the Project or any phase of the Work, then the Owner may authorize an extension of the Contract Time in conformance with the General Conditions. An extension of the Contract Time shall not be cause for an increase in the Contract Sum paid to the Contractor.
- 9.3.2 The Contractor shall commence work upon receipt of the Notice to Proceed.

9.4 CONSTRUCTION TIME

- 9.4.1 The Contract between the Owner and Contractor will include a requirement that the Work be completed in the time period specified in the Contract Documents.

9.5 NO DAMAGES FOR DELAY

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- 9.5.1 The Contractor shall not be entitled to additional costs or damages if the Contractor's performance of Work on the Project is delayed, regardless of any fault on the Contractor's part. The Contractor's sole remedy to the extent appropriate, shall be to request an extension of time in conformance with the Contract Documents.

ARTICLE 10 TAXES

- 10.1 The Bids shall include, without limitation, all Federal, State (including, without limitation, Pennsylvania Sales Tax, to the extent applicable), County and Municipal taxes imposed by law and will be collected and paid for by the Contractor.

ARTICLE 11 INSURANCE

- 11.1 The Base Bid is made without applicable cost for Workers' Compensation, General Liability, Umbrella/Excess, or Builder's Risk insurance being included, in accordance with contract documents.
- 11.2 That it is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and their Subcontractors and Sub-subcontractors Work and that the Contractor shall review, evaluate and take into consideration these requirements when making its bid.
- 11.3 That it is aware and has been advised that Subcontractors and Sub-subcontractors ought to be given these requirements for bidding purposes so as to ensure consistency and contract adherence.
- 11.4 That it will require each Subcontractor and each Sub-subcontractor, through legally enforceable written Contracts, to meet all of the responsibilities of the Contractor with respect to any portion of the Work performed by any Subcontractor or Sub-subcontractor.
- 11.5 By submitting the bid, the Contractor is certifying that it has excluded all insurance costs from the Base Bid, Alternates and Unit Prices with respect to those insurance coverages that will be provided because the Owner is implementing the OCIP as set forth in the Contract Documents. The Contractor further certifies and represents that the Owner may rely on the Contractor's representation that it has removed all such insurance costs from the Base Bid, Alternates and Unit Prices and that the Owner is justified in relying upon said representation.
- 11.6 Based on historical data, the Owner expects that the Base Bids, "net of insurance" will be less by approximately 2% to 5% or higher for general construction; 2% to 4% for plumbing; 2% to 4% for heating and ventilating; and 2% to 4% for lighting, electrical and wiring. The Owner reserves the right to view the insurance cost data of any bidder to ensure that the Owner, has been provided with the proper credits with respect to the Contractor's bids without insurance.

ARTICLE 12 ALTERNATES

- 12.1 The scope of Work of each requested alternate is described in the Bidding Documents. Bids shall be submitted only on the basis of materials, products, or equipment specified in the Bidding Documents, or subsequently approved and included in Addenda pursuant to formal written requests for substitution.
- 12.2 Alternate Bids shall include, without limitation, the difference in price (addition or deduction) from the Base Bid, for substituting, omitting or changing materials or construction required by the Bidding Documents as part of the Base Bid construction and work.
- 12.3 The difference in price shall include, without limitation, all omissions, additions, and adjustments of all trades as may be necessary because of each change from the Base Bid construction and work.
- 12.4 Each Contractor will be required to coordinate pertinent related Work and modify surrounding Work as required to complete the Project under each alternate designated in the Contract.
- 12.5 Each Contractor is required to submit an Alternate Bid for each alternate. If no change in the Base Bid is required, enter "No Change," "Not Applicable" or "\$0.00."

ARTICLE 13 UNIT PRICES

- 13.1 The Bid Form shall include all Unit Prices stated in the Contract Documents. Each Unit Price filled in by the Bidders on the Bid Form shall represent full compensation per unit of measurement for materials or services

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that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work stipulated in the Contract Documents are increased or decreased. Listing of more than one cost figure per Unit Price, or modification of the Bid Form to accommodate more than one cost figure per Unit Price, will render the Bid non-responsive and may be cause for rejection of the Bid, as determined by the Owner in its sole and absolute discretion.

- 13.2 The Unit Prices shall include all costs required to perform the Work designated in the Unit Price, including, without limitation, all labor, material, equipment, insurance, taxes, overhead, profit, mark-ups, and all other General Condition items.
- 13.3 The Unit Prices shall strictly be used upon the written direction of the Architect.
- 13.4 The Unit Prices may be applied for both credits and deletions to the Work or for additions to the Work.
- 13.5 Prior to the Award of the Contract, the Owner reserves the full right to accept or reject any or all Unit Prices.

ARTICLE 14 QUANTITY ALLOWANCES

- 14.1 To the extent the Contract Documents identify any Base Bid Quantity Allowance amounts, each Bidder shall include all such Base Bid Quantity Allowance amount in its Bid.
- 14.2 The Base Bid Quantity Allowance amounts will be adjusted via Change Orders to reflect the quantity of units actually incorporated in the Project. If the quantity of units is less than the number of units identified in the Base Bid Quantity Allowance amounts, the Contract Sum shall be reduced by the respective Unit Price times the balance of the Base Bid Quantity Allowance amounts in a Change Order.
- 14.3 To the extent the quantity of units identified in the Base Bid Quantity Allowance amounts are insufficient to complete the Work in strict compliance with the Contract Documents, the Contract Sum shall only be increased by the respective Unit Price times the additional units required to complete the Work as determined by the Architect and documented by a Change Order.

ARTICLE 15 NON-COLLUSION AFFIDAVIT

- 15.1 Each Bidder shall complete and submit the Non-Collusion Affidavit as an attachment to its Bid, in accordance with the following:
 - 15.1.1 The Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.
 - 15.1.2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
 - 15.1.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
 - 15.1.4 In the case of a Bid submitted by a joint venture, each party to the venture must be identified on the Bid Form and a separate Non-Collusion Affidavit must be submitted on behalf of each party to the venture.
 - 15.1.5 The term "complementary bid" as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or non-competitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

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- 15.1.6 Failure to include an executed Non-Collusion Affidavit with the Bid in compliance with these instructions may result in disqualification of the Bid.

ARTICLE 16 GOVERNING LAWS AND REGULATIONS

- 16.1 Bids shall be submitted on the basis of full and total compliance with all federal, state, county, and local laws, regulations, statutes, and requirements pertaining to this Project.

ARTICLE 17 INABILITY TO CONSUMMATE FINANCING OR PROCEED

- 17.1 The Work to be performed for this Project is public work and may be financed by the Owner (a public body) by issuance of certain bonds, the issuance of which may be subject to various qualifications and restrictions. The Owner, in good faith, intends to consummate any necessary financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may cancel any award made by it or cancel any Contract entered into with any Bidder without liability to the Bidder, at any time before the Bidder has been given a written Notice to Proceed and has actually begun Work under the Contract, if financing satisfactory to the Owner cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

END OF SECTION 00 20 00



MAROTTA/MAIN
ARCHITECTS

RFI – REQUEST FOR INFORMATION

PROJECT NAME: Clubhouse Renovations Projects –

DATE:

ARPA Community Facilities –

E-MAIL:

Boys and Girls Club of Lancaster

PHONE:

MAROTTA / MAIN ARCHITECTS NO.: 24-BGC-01

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

REQUEST FOR INFORMATION:

RESPONSE:

Response From: _____

Date Returned: _____

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DOCUMENT 00 25 13 – PRE-BID MEETINGS

1.1 PREBID MEETING

- A. Architect will conduct a (non-mandatory) Pre-bid meeting followed by a walk-through as indicated below:
1. Meeting Date: Wednesday, October, 2, 2024
 2. Meeting Time: 9:00 a.m., local time.
 3. Location: Start at Hill Clubhouse, 116 S. Water Street, Lancaster, PA 17603
- B. Attendance:
1. Prime Bidders: Attendance at Pre-Bid meeting is recommended but not mandatory.
 2. A site visit by Prime Contractors is not required to submit a bid.
- C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two (2) business days prior to meeting.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
1. Procurement and Contracting Requirements:
 - a. Advertisement to Bid.
 - b. Instructions to Bidders.
 - c. Bidder Qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid Security.
 - g. Bid Form and Attachments.
 - h. Bid Submittal Requirements.
 - i. Bid Submittal Checklist.
 - j. Notice of Award.
 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Bidder's Requests for Information.
 - c. Bidder's Substitution Request/Prior Approval Request.
 - d. Addenda.
 3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. Special Conditions.
 - d. Other Owner requirements.
 4. Construction Documents:
 - a. Scope of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates and Unit Prices.
 - f. Substitutions following award.
 5. Separate Contracts:

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- a. Work by Owner.
 - b. Work of Other Contracts.
6. Schedule:
- a. Project Schedule.
 - b. Contract Time.
 - c. Other Bidder Questions.
7. Site visit.
8. Post-Meeting Addendum.
- E. Minutes: The Architect will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 00 25 13

DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.
 - a. Procurement substitution on request form.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 - 2. Submittal Format: Submit one copy of each written Procurement Substitution Request, using form bound in Project Manual.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
 - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.

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- 2) Copies of current, independent third-party test data of salient product or system characteristics.
 - 3) Samples where applicable or when requested by Architect.
 - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project.
 - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.
- B. Architect's Action:
1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.
1. Substitutions approved during bidding will be published by addendum to all bidders

END OF DOCUMENT 00 26 00

SUBSTITUTION REQUEST

PROJECT: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster

SUBSTITUTION REQUEST NUMBER: _____

TO: _____ FROM: _____

DATE: _____

_____ A/E PROJECT NUMBER: 24-BGC-01

RE: _____ CONTRACT FOR: _____

SPECIFICATION TITLE: _____ DESCRIPTION: _____

SECTION: _____ PAGE: _____ ARTICLE/PARAGRAPH: _____

PROPOSED SUBSTITUTION: _____

MANUFACTURER: _____ ADDRESS: _____ PHONE: _____

TRADE NAME: _____ MODEL NO.: _____

INSTALLER: _____ ADDRESS: _____ PHONE: _____

HISTORY: New product 1-4 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached – REQUIRED BY A/E

Reason for not providing specified item:

Similar Installation:

Project:

Architect:

Address:

Owner:

Date Installed:

Proposed substitution affects other parts of Work: No Yes; explain

Savings to Owner for accepting substitution: _____ (\$_____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
 - Same warranty will be furnished for proposed substitution as for specified product.
 - Same maintenance service and source of replacement parts, as applicable, is available.
 - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 - Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
 - Proposed substitution does not affect dimensions and functional clearances.
 - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
 - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
-

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E'S REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

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DOCUMENT 00 31 13 - PRELIMINARY SCHEDULE

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project.
- B. Milestone tasks are shown for reference and shall be included in the construction schedule by the General Contractor. Actual milestone dates shall be determined by the General Contractor when creating the actual construction schedule.

30 September 2024	Project Documents available for Bidders
02 October 2024	Pre-bid Meeting
25 October 2024	Bids Received
14 November 2024	Award of Contract
16 December 2024	Site Mobilization / Commence Construction
01 April 2025	Substantial Completion
15 April 2025	Full & Final Completion

C. Related Requirements:

- 1. Document 01 10 00 "Contract Summary" for Contract Time.
- 2. Section 01 32 00 "Construction Progress Documentation" for Contractor's construction schedule requirements and construction milestones.

END OF DOCUMENT 00 31 13

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DOCUMENT 00 31 43 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete contractor's portion of the jurisdiction within five days of the Notice of Award.
- C. Permit Application: The building permit for Project has been applied for by Architect. A copy of the Permit Application will be made available to the successful Prime Contractor.

END OF DOCUMENT 00 31 43

SECTION COCSC - CONDITIONS OF THE CONTRACT - SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 CONTRACT DOCUMENTS

- A. The Contract Documents shall include: Refer to Section 1.1.1 of the General Conditions of the Contract for Construction.

1.2 SIGNS

- A. No signs or advertisement will be allowed to be displayed without the approval of the Owner.

1.3 NON-DISCRIMINATION PROVISION

- A. **DISCRIMINATION PROHIBITED:** According to 62 Pa. C.S.A. 3701, the contractor agrees that:
 - 1. In the hiring of employees for the performance of work under the contract or any sub-contract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
 - 2. No contractor or sub-contractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
 - 3. The contract may be canceled or terminated by the Intermediate Unit and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

1.4 HUMAN RELATIONS ACT

- A. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

1.5 EMPLOYMENT VERIFICATION ACT

- A. The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on "public works projects" to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security's E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- B. All Contractors shall submit a "Public Works Employment Verification Form" to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.
- C. Subcontracts between the Contractor and its Subcontractors or between any Subcontractor and its Subcontractors are required to contain notification of applicability of the Act, the requirement to provide a "Public Works Employment Verification Form" as stated under number 4 below, and reference to the Department of General Services website as stated under number 6 below.
- D. All Subcontractors shall submit a "Public Works Employment Verification Form" to the Contractor, who shall submit the form to the Owner through the Architect prior to the Subcontractor beginning either onsite or offsite work.

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Submission of this form shall be a precondition of the Subcontract remaining in force, and the Contractor shall terminate the Subcontract if the Subcontractor does not comply. These requirements apply to all employees hired by the Subcontractor regardless of whether the employee will be working onsite or offsite. "Subcontractor" includes any entity that performs work on the project other than the prime Contractor and other than an individual. The term does not include an entity that is solely a material supplier for the project.

- E. The Contractor or Subcontractor shall be responsible for any penalties imposed for failure to comply with this Act.
- F. Contractors and Subcontractors may access the form at www.dgs.state.pa.us. The Chapter 66 Guidelines may be located at <http://www.pabulletin.com/secure/data/vol42/42-52/index.html>.

1.7 NO CASH ALLOWANCES:

- A. Cash allowances are prohibited.

1.8 NATIONAL ELECTRIC CODE COMPLIANCE

- A. All equipment using electrical energy or connected to the electrical system must be wired in accordance with the established standards of the National Electrical Code as recommended by the National Fire Protection Association.
- B. A Certificate of Approval of all such equipment shall be submitted, in duplicate, to the Project Engineer. Electrical components of the equipment shall be listed by the Underwriters' Laboratories for the appropriate service.

1.9 PENNSYLVANIA PREVAILING WAGE ACT

- A. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.
- B. The Contractor shall be required in accordance with the laws and under the terms of the Contract to pay the prevailing minimum wage rate for the various classes of labor in accordance with the wage determination issued by the Department of Labor and Industry. The general prevailing minimum wage rate for the described classes of workers shall be in accordance with the law.
- C. The wage determination decision shall be used during the anticipated term of the Contract unless otherwise modified and shall be made a part of every contract for the performance of the described work as provided in the Pennsylvania Prevailing Wage Act and Regulations of the Secretary of Labor and Industry and the wage rates contained in this decision shall be the minimum wage rates to be paid under any such contract by Contractors and Subcontractors on the public work project. Section 8 of the Act allows an appeal to the Secretary of Labor and Industry to review this Pre-determination on verified petition.
- D. Any class of laborers and mechanics not listed in the Secretary's decision which will be employed on the Contract shall be classified or reclassified by the Contractor or Subcontractor conformably to the Secretary's decision and report of the administrative action taken in such cases by the authorized officer of the contracting agency shall be transmitted to the Secretary of Labor and Industry. In the event the interested parties cannot agree on the proper classification or reclassification for a particular class of workers to be used, the question accompanied by the recommendation of the contracting office shall be referred to the Secretary of Labor and Industry for final determination. Where classifications of workers which were not included in the original decision are desired, a supplementary wage determination shall be requested by the Intermediate Unit.
- E. The CAN are advised that where classification, reclassification or additional classification of workers are made in accordance with the Prevailing Wage Act and the Regulations, the Contractor shall have no claim against the contracting agency for additional compensation for such classification, reclassification or additional classification.
- F. The Contract shall provide that the Contractor and each Subcontractor shall post for the entire period of construction, the wage determination decision of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages.

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- G. The Contract shall also provide that each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workers have been paid wages in strict conformity with the provisions of the Contract as prescribed by Section 3 of the Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- H. Bidders are required to comply with prevailing minimum wage rates as per the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance, and the Davis-Bacon Act 940 U.S.C. 276a TO 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- I. The Provisions of the Act and these Regulations shall be incorporated by reference in the Contract.
- J. See the following 9 pages Section "Prevailing Wages Project Rates," dated September 24, 2024, furnished by the Commonwealth of Pennsylvania Department of Labor and Industry specifically for this project.

1.10 RIGHT TO KNOW ACT.

- A. Contractor agrees not to have its employees or any other person submit Right to Know Law requests to the Owner, either during or after to Protect, and to pay all costs incurred by the Owner, including its burdened labor costs and attorneys' fees, responding to any such requests.

1.12 DRUG CONVICTIONS.

- A. Employees or independent contractors who are convicted of delivery of a controlled substance or convicted of possession of a controlled substance with intent to deliver as prohibited by the Act of April 14, 1972 (P.L. 233, No. 64), known as the Controlled Substance, Drug, Device and Cosmetic Act, shall not be permitted on district property.

1.13 ANTI-POLLUTION LEGISLATION.

- A. Act 247 of 1972, 53 P.S. §1612, requires that bidders on construction contracts for the Commonwealth of Pennsylvania and its political subdivisions be advised of those provisions of federal and state statutes, rules and regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect a project on which bids are received. Pursuant to the Act, the Pennsylvania Department of Environmental Resources has prepared a notice of said provisions. Contractor is hereby notified of and agrees to comply with the terms of said notice, and all statutes, rules and regulations enumerated therein.

1.14 INDUSTRY STANDARDS.

- A. Except for where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if found or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Contractors are noticed to comply with standards in effect as of the date of the Contract Documents. Where compliance with two or more standards as specified in the standards establish different or conflicting requirements for minimum quantities or quality levels, refer inquiries to the Architect for decision before proceeding.

1.15 FEDERAL LAW.

- A. The joint and several phases of construction hereby contemplated are to be governed, at all times, by all applicable provisions of federal law, including, but not limited to, the following:
 - 1. Williams-Steiger Occupational Safety and Health Act of 1970, P.L. 91-596 and its implementing regulations, including, but not limited to Title 29 C.F.R. Part 1926, Safety and Health Regulations for Construction.
- B. Nothing contained in these contract documents for construction shall be construed by the Contractor as relieving him in any way of his responsibility for strict compliance with the rules and regulations contained in the above-mentioned Occupational Safety and Health Act and affirmative action requirements.
- C. All Applicable Laws, Statutes, Regulations and Standards. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

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1.16 ACCESS TO ACCOUNTING RECORDS

- A. The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement and the system shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for period of three years, or for such longer period as may be required by law, after the final payment.

1.17 ASSIGNMENT OF REFUND RIGHTS

- A. The Contractor hereby assigns and transfers to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment.

1.18 CONTRACTS WITH SUBCONTRACTORS

- A. The Contractor agrees to include "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors.

1.19 EQUAL EMPLOYMENT OPPORTUNITY

- A. Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any CAFCO purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.

1.20 RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- A. If the Boys and Girls Club of Lancaster's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

1.21 SMALL AND MINORITY BUSINESS, WOMENS BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.

1.22 BYRD ANTI-LOBBYING AMENDMENT

- A. Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or Bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropri-

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ated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all Bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

1.24 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Where applicable, for all Boys and Girls Club of Lancaster contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.25 CONTRACTOR VIOLATION OR BREACH OF CONTRACT TERMS

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Contractor violation and breach of contract terms.

1.26 CLEAN AIR ACT

- A. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

1.27 PROCUREMENT OF RECOVERED MATERIALS

- A. Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The District has determined that these requirements [are] [are not] applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

1.28 SUSPENSION AND DEBARMENT (Applies to all purchases.)

- A. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

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- B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City of Lancaster, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.29 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

1.30 PUBLICATIONS

- A. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Lancaster by the U.S. Department of the Treasury.”

1.31 INCREASING SEAT BELT USE IN THE UNITED STATES

- A. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

1.32 REDUCING TEXT MESSAGING WHILE DRIVING

- A. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

1.33 ACCESS TO RECORDS (Applies to all purchases.)

- A. The Contractor agrees to provide the City of Lancaster, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

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records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

- B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

PART 4 - MISCELLANEOUS (Not Applicable)

END OF CONDITIONS OF THE CONTRACT - SPECIAL CONDITIONS

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DOCUMENT 00 41 16 - BID FORM - STIPULATED SUM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
- D. Project Location:
- | | | |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
| Hill Clubhouse
116 S. Water Street
Lancaster, PA 17603 | McMurtrie Clubhouse
335 Dauphin Street
Lancaster, PA 17602 | Walker Clubhouse
229 W. Lemon Street
Lancaster, PA 17603 |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
- E. Owner: Boys and Girls Club of Lancaster, 116 S. Water Street, Lancaster, PA 17603
1. Owner Representatives: Karen Schloer, CEO
- F. Project Number: 24-BGC-01

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Marotta/Main Architects., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the construction for above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
1. _____ Dollars (\$_____).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 00 43 23 "Alternates Form".

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 5 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:
1. _____ Dollars (\$_____).
- B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

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1.4 TIME OF COMPLETION

- A. The undersigned Bidder agrees hereby to commence the Work of the Contract Documents on 16 December, 2024 as specified in a written Notice to Proceed to be issued by Architect, to achieve Substantial Completion of Work and to fully complete the Work not later than the dates specified in 00 31 13.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated _____.
- 2. Addendum No. 2, dated _____.
- 3. Addendum No. 3, dated _____.
- 4. Addendum No. 4, dated _____.
- 5. Addendum No. 5, dated _____.
- 6. Addendum No. 6, dated _____.

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto:

- 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
- 2. Bid Form Supplement - Non-Collusion Affidavit.
- 3. Bid Form Supplement - Agreement of Surety.
- 4. Bid Form Supplement – Alternates
- 5. Bid Form Supplement – Unit Prices
- 6. Bid Form Supplement – Allowances
- 7. Bid Form Supplement - Bid Security.
- 8. Contractor's Qualification Statement (AIA Document A305).
- 9. Bid Submittal Checklist

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed Contractor, for the type of work proposed, in the Township where work shall take place, and that all fees, etc., pursuant to submitting this proposal have been paid in full.

- 1. Building Permit fee shall be paid by Owner.

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1.8 SUBMISSION OF BID

A. Respectfully submitted this ____ day of _____, 20__.

Submitted By: _____

(Name of bidding firm or corporation)

Authorized Signature: _____

(Handwritten signature)

Signed By: _____

(Type or print name)

Title: _____

(Owner/Partner/President/Vice President)

Witnessed By: _____

(Handwritten signature)

Attest: _____

(Handwritten signature)

By: _____

(Type or print name)

Title: _____

(Corporate Secretary or Assistant Secretary)

Street Address: _____

City, State, Zip: _____

Phone: _____

License No.: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

END OF DOCUMENT 00 41 16

AIA[®] Document A305[®] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY: _____ **SUBMITTED TO:** _____
(*Organization name and address.*) (*Organization name and address.*)

TYPE OF WORK TYPICALLY PERFORMED

(*Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.*)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(*Check all that apply.*)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this _____ day of _____

Notary Signature

My commission expires:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization’s principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

| N/A

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

| N/A

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)



AIA[®]

Document A305[®] – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

CONTRACTOR’S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor’s Project Office established?

| N/A

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor’s Project Office?

| N/A

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor’s Project Office that pertain to the Project.

| N/A

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

N/A

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

N/A

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

N/A

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:



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Document A305[®] – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

 **AIA[®] Document A310™ – 2010****Bid Bond****CONTRACTOR:**

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Boys and Girls Club of Lancaster
116 S. Water Street
Lancaster, PA 17603

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
116 S. Water Street, Lancaster, PA 17603
335 Dauphin Street, Lancaster, PA 17602
229 W. Lemon Street, Lancaster, PA 17603

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
- D. Project Location:
- | | | |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
| Hill Clubhouse
116 S. Water Street
Lancaster, PA 17603 | McMurtrie Clubhouse
335 Dauphin Street
Lancaster, PA 17602 | Walker Clubhouse
229 W. Lemon Street
Lancaster, PA 17603 |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
- E. Owner: Boys and Girls Club of Lancaster
1. Owner Representative: Karen Schloer, CEO
- F. Architect: Marotta Main Architects, 214 North Duke Street, Lancaster, PA 17602
- G. Project Number: 24-BGC-01

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 20__.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
- D. Project Location:
- | | | |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
| Hill Clubhouse
116 S. Water Street
Lancaster, PA 17603 | McMurtrie Clubhouse
335 Dauphin Street
Lancaster, PA 17602 | Walker Clubhouse
229 W. Lemon Street
Lancaster, PA 17603 |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
- E. Owner: Boys and Girls Club of Lancaster
1. Owner Representatives: Karen Schloer, CEO
- F. Architect: Marotta Main Architects, 214 North Duke Street, Lancaster, PA 17602
- G. Project Number: 24-BGC-01

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

GENERAL CONSTRUCTION

- A. Unit Price No. 9A – G.W.B. bulkhead
1. _____ Dollars (\$) per LF.
- B. Unit Price No. 9B – G.W.B. bulkhead
1. _____ Dollars (\$) per LF.

ELECTRICAL

- C. Unit Price No. E1 – Duplex Receptable & Wiring
1. _____ Dollars (\$) per assembly.
- D. Unit Price No. E2 – Light Fixture & Wiring

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

1. _____ Dollars (\$ _____) per assembly.

EARTHWORK

E. Unit Price No. 31C – Unsuitable Soils

1. _____ Dollars (\$ _____) per cubic yard.

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this ____ day of _____, 20 ____.

Submitted By: _____
(Insert name of bidding firm or corporation)

Authorized Signature: _____
(Handwritten signature)

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 43 22

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
- D. Project Location:
- | | | |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
| Hill Clubhouse
116 S. Water Street
Lancaster, PA 17603 | McMurtrie Clubhouse
335 Dauphin Street
Lancaster, PA 17602 | Walker Clubhouse
229 W. Lemon Street
Lancaster, PA 17603 |
|--------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|
- E. Owner: Boys and Girls Club of Lancaster
1. Owner Representative: Karen Schloer, CEO
- F. Architect: Marotta Main Architects, 214 North Duke Street, Lancaster, PA 17602
- G. Project Number: 24-BGC-01

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
1. Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster

1.4 SCHEDULE OF ALTERNATES

A. Alternate Bid No. 01A: Hill Clubhouse Scope

1. Base Bid: Provide the work per all the Bid Documents.
2. DEDUCT Alternate Bid: Provide the cost savings to eliminate all the work at the Hill Clubhouse.

DEDUCT _____ Dollars (\$ _____).

B. Alternate Bid No. 01B: McMurtrie (SE) Clubhouse Scope

1. Base Bid: Provide the work per all the Bid Documents.
2. DEDUCT Alternate Bid: Provide the cost savings to eliminate all the work at the McMurtrie (SE) Clubhouse.

DEDUCT _____ Dollars (\$ _____).

C. Alternate Bid No. 07A: Roofing Replacement

1. Base Bid: Provide EPDM roof replacement per the specifications and drawings for Jack Walker.
2. DEDUCT Alternate Bid: Provide the cost savings to eliminate the roof replacement and associated work (mechanical and plumbing).

DEDUCT _____ Dollars (\$ _____).

D. Alternate Bid No. 09A: LVT Flooring Scope

1. Base Bid: Provide LVT Flooring work as shown on the drawings.
2. DEDUCT Alternate Bid: Provide the added cost savings to eliminate the LVT flooring installation and VCT flooring demo at the Walker Clubhouse.

DEDUCT _____ Dollars (\$ _____).

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this ____ day of _____, 20__.

Submitted By: _____
(Name of bidding firm or corporation)

Authorized Signature: _____
(Handwritten signature)

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 43 23

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being duly sworn, deposes and says that,

- (1) He is the _____ Of _____ (owner, partner, officer, representative, agent)

The bidder that has submitted the attached bid:

- (2) He is fully informed representing the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:
- (3) Such Bid is genuine and is not a collusive or sham bid:
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this applicant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with another bidder, firm, or other person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Boys and Girls Club of Lancaster or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this applicant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20_____.

(Signed) _____

(Title) _____

My Commission Expires _____

(Note: This Agreement must be properly executed and must accompany the certified check or bid bond, whichever is furnished as proposal security.)

AGREEMENT OF SURETY

KNOW TO ALL MEN BY THESE PRESENTS, THAT WE _____, as Surety, a corporation existing under the laws of the _____, and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract the Bonds, in the forms and in the amounts required for the faithful performance and proper fulfillment of the Contract for Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster, 116 S. Water Street, Lancaster, PA 17603, 335 Dauphin Street, Lancaster, PA 17602, and 229 W. Lemon Street, Lancaster, PA 17603, to include the furnishing and placing of all materials as specified and other facilities necessary for the completion of the Work, (Bidder's Name and Address)

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder within the time specified in the Bidding Documents; and the Surety further agrees that should the Surety, after notification of such award, omit or refuse to execute the required bonds, then the Surety shall pay to the

Boys and Girls Club of Lancaster

any difference between the total amount specified in said Bidder's proposal for the required work and the amount for which the Owner may procure the same work, if the latter amount be in excess of the former, and after deduction therefrom of payment made by reason of the forfeiture of the proposal security.

(Date)

(Corporate Surety)

(Corporate Seal)

By _____

(Title) _____

(Business Address) _____

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
- D. Project Location:
- | | | |
|---------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------|
| Hill Clubhouse
116 S. Water Street,
Lancaster, PA 17603 | McMurtrie Clubhouse
335 Dauphin Street,
Lancaster, PA 17602 | Walker Clubhouse
229 W. Lemon Street,
Lancaster, PA 17603 |
|---------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------|
- E. Owner: Boys and Girls Club of Lancaster
1. Owner Representative: Karen Schloer, CEO
- F. Project Number: 24-BGC-01

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
- Prepared the Bid Form as required by the Instructions to Bidders: 00 21 13
 - Used the Bid Form provided in the Project Manual: 00 41 16
 - Indicated on the Bid Form the Addenda received.
 - Attached to the Bid Form: Bid Bond – or – a certified check for the amount required: AIA-A310
 - Attached to the Bid Form: Bid Supplement – Allowance Form: 00 43 21
 - Attached to the Bid Form: Bid Supplement – Unit Prices Form: 00 43 22
 - Attached to the Bid Form: Bid Supplement – Alternates Form: 00 43 23
 - Attached to the Bid Form: Non-Collusion Affidavit of Prime Bidder: 00 43 24
 - Attached to the Bid Form: Agreement of Surety: 00 43 25
 - Attached to the Bid Form: Contractor's Qualification Statement.
 - Bid envelope shows name and address of the Bidder.
 - Bid envelope shows the Bidder's Contractor's License Number.
 - Bid envelope shows name of Project being bid and Project number.
 - Bid envelope shows name of Prime Contract being bid.
 - Bid envelope shows time and day of Bid Opening.
 - Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 43 93

 **AIA**® Document A104® – 2017**Standard Abbreviated Form of Agreement Between Owner and Contractor**

AGREEMENT made as of the _____ day of _____ in the year 2024
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Boys and Girls Club of Lancaster
116 S. Water Street
Lancaster, PA 17603

and the Contractor:
(*Name, legal status, address and other information*)

for the following Project:
(*Name, location and detailed description*)

Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
116 S. Water Street, Lancaster, PA 17603
335 Dauphin Street, Lancaster, PA 17602
229 W. Lemon Street, Lancaster, PA 17603

The Architect:
(*Name, legal status, address and other information*)

MM architects, inc. dba
Marotta/Main Architects
214 North Duke Street
Lancaster, PA 17602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

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A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

Established as follows: 16 December, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: 01 April, 2025

§ 2.3.2

(Paragraphs deleted)

If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

§ 2.3.3 The Contractor acknowledges that time is of the essence to achieve Substantial Completion of the Work by **01 April, 2025** and Final Completion of the Work by **15 April, 2025**. The Contractor agrees that all Work shall be executed diligently with trained workers in sufficient number and at a rate of progress that the Contractor meets these deadlines. The Contractor shall prepare and provide the Owner a project schedule identifying how the Contractor plans to meet these deadlines within one week of signing a written agreement with the Owner, and shall update such schedule during the course of the Work whenever the schedule changes or upon request of the Owner for an updated schedule.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
No. 9A - G.W.B. Bulkhead	LF	
No. 9B - G.W.B. Bulkhead	LF	
E1 – Duplex Receptacle & Wiring	Assembly	
E2 – Light Fixture & Wiring	Assembly	
31C – Unsuitable Soils	Cubic Yard	

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
No. 9A - G.W.B. Bulkhead	
No. 9B - G.W.B. Bulkhead	
E1 – Duplex Receptacle & Wiring	
E2 – Light Fixture & Wiring	
31C – Unsuitable Soils	

(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

Based upon Applications for Payment submitted

(Paragraphs deleted)

by the Contractor, certified by the Architect and approved by the Owner, the Owner shall make payments to the Contractor within ten (10) days of approval by the Owner’s Board.

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§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1** the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- 2** a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Final payment shall be made within 10 days of approval by the Owner’s Board.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

(Paragraphs deleted)

Binding dispute resolution shall be by arbitration at the sole option of the Owner, pursuant to the rules of the American Arbitration Association, or otherwise by jury trial in the Court of Common Pleas for the County in which the Project is located.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs deleted)

§ 6.1.3 The Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to Exhibit A for Specifications Index.

(Table deleted)

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Refer to Exhibit B for List of Drawing Sheets.

(Table deleted)

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order,

(3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.1.1 Where the Contract Documents do not identify specific quality or standards for materials or workmanship, such Work is to be of good quality and fit for the intended use and purpose thereof.

§ 7.1.2 Any indication or notation applicable to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes, except where a contrary result is indicated by the Contract Documents.

§ 7.1.3 Any inconsistencies between different provisions of the Contract Documents shall be construed in the manner that provides the greatest value or betterment to the Owner.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. The Contractor shall be entitled to receive without charge five (5) sets of prime Contract Documents and one (1) set of documents for each other prime Contract (if any).

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

Where the Contract Documents require that written notice be given between parties, written notice shall be effectuated upon delivery in person, by mail, by any delivery service, by facsimile, or by email.

(Paragraphs deleted)

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

(Paragraph deleted)

§ 8.1.2 The Owner shall not be responsible to furnish surveys of the Project site or utility locations for the Project site. The Contractors shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen, or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

(Paragraph deleted)

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry of the Work in accordance with the Contract Documents, and fails within a five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may defect the reasonable cost thereof, including the Owner's expenses for related legal

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services, Architect services or other services, from the payment then or thereafter due the Contractor.

§ 8.4 Owner's rights set forth in Paragraph 8.2 and 8.3 shall be in addition to all other rights of the Owner established in the Contract Documents, at law or in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 The Contractor warrants that it has carefully studied and reviewed the Contract Documents and has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to Contractor's knowledge the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and fulfill all of the Contractor's obligations under the Contract Documents. The Contractor shall immediately report any error, inconsistency or omission it encounters to the Architect for resolution. If the Contractor performs any construction activity knowing or having reason to know that it involves an error, inconsistency or omission, the Contractor shall bear the cost of correction.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.2.3 The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Among other things, at completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions and debris resulting from the Work.

§ 9.2.4 Standard of Quality; The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is generally the intent to describe the minimum standard, and not to limit the bidder to any one material or product. However, where "no substitutions" are identified or where proprietary names are used, the Contractor must provide the specified project for compliance with the Owner's requirements.

§ 9.2.5 The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.

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§ 9.2.6 The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of church activities, using its best efforts to protect the safety of visitors, employees and church property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without express permission of the church.

§ 9.2.7 The Contractor's Work shall be at all times subject to the inspection and approval of the owner and its professionals. Any materials that in the opinion of the owner do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the owner does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.

§ 9.2.8 For a Project with multiple prime contractors, all Contractors are responsible for the coordination and integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by a Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner its professional consultants or agents as parties in any such legal action.

§ 9.2.9 Contractor shall not assign its duties under this Agreement without the express written approval of the Owner.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 All persons employed by the Contractor to perform the Work shall be competent and first-class workmen and mechanics, who are duly skilled in their respective branches of labor.

§ 9.3.5 Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such person shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.

§ 9.3.6 The Contractor shall assign an on-site Superintendent for the project, who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.5.1 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.1.1 The Owner shall pay for the building permit.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing or having reason to know it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.6.3 The Contractor is responsible for performing or coordinating proper inspections of the Work in accordance with federal, state and local statutes, codes and regulations.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect, and in accordance with time limits in the Contract Documents.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design

services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

When the project is undertaken with multiple Prime Contractors, each Prime Contractor shall be responsible for cutting, fitting, or patching required to complete their respective Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. Representatives of governmental agencies responsible to inspect the Work shall have access at all reasonable times for such inspections, and the Contractor shall provide proper facilities for such access and inspection.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§13.2.1 Labor: Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA and Workers' Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.

§13.2.2 Material, Supplies and Equipment: Costs shall be the invoice cost, plus sales tax, plus a mark-up of 10% for overhead and profit.

§13.2.3 Bonds and Insurance: Costs shall be submitted without mark-up.

§13.2.4 Overhead and Profit on Subcontractor Labor: For work performed by a Subcontractor, the Contractor's cost shall be limited to the total Subcontractor's invoice plus a mark-up of 5% for the Contractor's overhead and profit. Subcontractors' invoice for hourly wages and material costs must be in accordance with the above definitions.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

(Paragraph deleted)

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect and approved by the Owner in accordance with Section 15.6.3.

§ 14.5 In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 9.2.7 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that

cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.5 Payments shall be made in accordance with Article 4 of this Agreement, subject to retainage. Until 50% of the Work is completed, the Owner will pay 90% of the amount due the Contractor on account of monthly progress payments. When the Work is 50% completed and a request in writing from the Contractor has been submitted, the Architect and the Owner will consider a reduction of Retainage to 5%. However, at all times retainage may be increased from the above amounts by the Owner in its sole discretion, if it believes additional retainage is appropriate to protect the Owner from potential financial loss or risk based upon any reasons identified in Subparagraph 15.4.3.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon or after Substantial Completion, to results of subsequent tests and inspections, to correction of deviations from the Contract Documents and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made, and the Owner may disapprove a Certificate of Payment for the same reasons. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment and the Owner may also disapprove a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or directly or impliedly threatened unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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- .5 damage to the Owner or a Separate Contractor;
- .6 evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 The Contractor may not stop or delay Work or terminate the Contract because the Architect withholds certifications for an Application for Payment in whole or in part.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which, if approved by the Owner, shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if required by the Owner, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect

finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Owner has approved such payment and the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall
(Paragraphs deleted)
not constitute a waiver of any claims by the Owner.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1** employees on the Work and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

(Paragraphs deleted)

§ 17.1.1.1 In addition to the foregoing requirements, all insurance policies and bonds required for this Project shall be issued by companies with an A.M. Best Financial Strength rating of at least A-

§ 17.1.1.2 Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner prior to commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice has been given to the Owner. Except for Workers' Compensation Insurance, the Owner shall be named with respect to the Project as an additional insured on all insurance. The Contractor shall furnish to the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

§ 17.1.1.3 During the term of the Contract, and for Comprehensive General Liability and Excess Liability for one year after the completion of the Work, the Contractor and each Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.

Workers' Compensation and Employer's Liability

Amounts and coverage as required by Law and the Excess (Umbrella) Liability Insurance Company.

Comprehensive General Liability

Including coverage for premises, operations, independent contractors, elevators, contractual liability, products, completed operations, Broad Form property damage, explosion, collapse, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of one million dollars (\$1,000,000.00).

Excess (Umbrella) Liability Insurance

Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of one million five hundred thousand dollars (\$1,500,000.00) Bodily Injury and Property Damage combined. No deductible permitted. No "gaps" permitted between primary and excess coverage.

The Owner shall be named as Certificate Holder. The Owner and Architect shall be named as Additional Insured under this policy for this Project.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal

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or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

The Owner shall provide Builder's Risk Insurance at its option.

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, in forms required by the Owner, within five (5) days of receiving notice of the intent to award the bid to the Contractor.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, anytime after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

(Paragraphs deleted)

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Karen Schloer, CEO
Boys and Girls Club of Lancaster
116 S. Water Street
Lancaster, PA 17603
KSchloer@bgclanc.org
717.295.3474

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 20 TERMINATION OF THE CONTRACT

(Paragraphs deleted)

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor five days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed.

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision.

§ 21.2 Notice of Claims

The Contractor shall provide written notice to the Owner of any claim within 21 days of becoming aware of the circumstances giving rise to the claim.

(Paragraphs deleted)

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the County where the Project is located. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.

(Paragraphs deleted)

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§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor waives any claim for consequential damages arising out of or relating to *(Paragraphs deleted)* the Contract Documents or from any breach or violation thereof.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Karen Schloer, CEO
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)





AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster
116 S. Water Street, Lancaster, PA 17603
335 Dauphin Street, Lancaster, PA 17602
229 W. Lemon Street, Lancaster, PA 17603

THE OWNER:

(Name, legal status and address)

Boys and Girls Club of Lancaster
116 S. Water Street
Lancaster, PA 17603

THE ARCHITECT:

(Name, legal status and address)

MM Architects, Inc. DBA Marotta/Main Architects
214 North Duke Street
Lancaster, PA 17602

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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Contractor's bid form, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification, except as provided in Section 8.3.2 of these General Conditions, which permits delay claims between prime contractors. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Furthermore, the expression "reasonably inferable" and similar terms in the

Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents. The foregoing definition shall not apply to Sections 3.2.1, 3.2.2, 3.2.3, 3.7.3 or 3.7.4 of these General Conditions.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.1.1 In the event of conflicts or discrepancies among the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities:

1. Modifications (later date to take precedence)
2. Agreement
3. General Conditions
4. Project Manual
5. Drawings

§ 1.2.1.2 All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others.

Any conflicts or discrepancies among the Contract Documents shall be brought to the attention of the Architect and Owner before proceeding with the Work affected thereby. Where the Work is shown in detail on only part of a Drawing, this Work shall apply to other similar portions of the Project. Work on the Drawings not mentioned in the Specifications, or vice versa, must be executed as if shown and mentioned on or in both. In case of conflicts between the Drawings and the Specifications, or within either the Drawings or the Specifications, the better quality or greater quantity shall be provided. Wherever singular number and/or words are used in the Specifications and the Work requires more than one of the items described, the plural and/or the word "each" shall be understood and inferred and as many units as are necessary for a complete installation shall be provided.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Issues or claims referred to herein (including, without limitation, claims based on alleged mistaken assignments by Contractor of any one or more components of the Work) shall not entitle the Contractor to an increase in the Contract Sum or to an extension of the Contract Time. The Contractor shall only employ labor in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare and submit to the Architect coordination drawings showing exact alignment, physical location and configuration of the installations and demonstrating to the Architect's satisfaction that the installations will comply with the preceding sentence. Contractor shall inform Architect of any conflict in the Contract Documents affecting installation.

§ 1.2.5 All components, material, and equipment necessary to complete a system but not specifically described or depicted in the Contract Documents shall be included in the Work as if it were described or shown in the Contract Documents without an adjustment in the Contract Sum or time.

§ 1.2.6 The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or sections, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.4.2 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.4.3 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use the Architect's consent form to establish the protocols for the, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Architect does not have such authority. The term "Owner" means the Owner (individual or board) or the Owner's authorized representative.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

(Paragraph deleted)

§ 2.3.4 The Owner shall furnish surveys describing legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of the Project site or utility locations for the Project site. Contractor shall confirm the location of each utility. The Contractor shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

§ 2.3.5 Upon written request from Contractor, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Any such order issued by the Owner which is determined to have been inappropriate shall not be deemed a breach of this Agreement by the Owner; but shall be deemed to be a suspension for the convenience of the Owner as provided in Section 14.3.

§ 2.4.1 The Owner's failure to stop the Work shall not in any way limit or otherwise modify the Contractor's obligations to perform the Work in accordance with the Contract Documents. The foregoing rights of the Owner shall be in addition to those rights set forth in Section 14 hereof and any other rights the Owner may have at law, in equity, or under the Contract Documents.

§ 2.4.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted to the Owner in the Contract Documents.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including, but not limited to, cleaning the project site), or takes any action or omits to do anything which endangers safety or proper construction, or risks damage or injury to persons or property, and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case Owner shall have the right to deduct from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, attorney's fees and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Owner shall have the right to reject Work that does not conform to the Contract Documents. The foregoing rights of the Owner shall be in addition to and not a limitation on any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.5.1. Notwithstanding the above, Owner shall not be required to comply with the notice provisions hereof, and may proceed to correct deficiencies if Contractor fails within a twenty-four (24) hour period after receipt of written notice from the Owner to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the Project schedule. Owner shall further have the right to carry out Work without any prior notice to Contractor, in an emergency affecting safety of persons or property, and said Work is necessary to prevent threatened damage, injury or loss. Owner's rights in this regard shall not relieve Contractor of its obligations and responsibility under the Contract Documents.

§ 2.5.2 Written notice to the Contractor under this Section 2.4 may be in the form of a letter, minutes of meetings, memos, field directives, email, facsimile or other writing.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has: (1) visited the site, (2) become familiar with local conditions (including local codes, availability of labor and materials and union work rules) under which the Work is to be performed, (3) correlated personal observations with requirements of the Contract Documents, and (4) determined that the Contract Documents are sufficient to enable the Contractor to perform the Work and to achieve Substantial Completion by the Substantial Completion Date set forth in the Agreement, at a cost that does not exceed the Contract Sum. The Contractor also represents that prior to executing the Agreement, the Contractor has walked and visually inspected the Project site, and visually inspected any existing improvements and

satisfied itself as to the conditions thereof, and reviewed all data and reports pertaining to the site and the Project and any such improvements as provided by the Owner or the Architect.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in writing to the Architect. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The Contractor shall give the Architect timely notice of any additional design Drawings, specifications, or instructions required to define the work in greater detail, or to permit the proper progress of the work.

§ 3.2.2.2 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings or instructions from the Architect as provided in Subparagraph 3.2.4. Should the Contractor fail to bring to the attention of the Architect in writing any error, omission, inconsistency or unlawful provision in the Contract Documents of which the Contractor is either aware or, in the exercise of reasonable diligence should be aware, Contractor shall be responsible for any resultant costs and damages.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor either (1) recognized such error, inconsistency, omission or difference and failed to report it to the Architect or (2) reasonably should have recognized such inconsistency and failed to report it to the Architect.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described. The actual determination of whether or not the described operations may be safely and suitably employed on the work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the work, if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from techniques, sequences or procedures as referred to, indicated or implied by the Contract Documents shall be the responsibility of the Contractor, unless the Contractor has given timely notice to the Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing to proceed at the Owner's risk.

§ 3.3.1.1 The General Contractor and the other Prime Contractors are responsible for the coordination of the Work. The General Contractor is responsible for making all coordination decisions not mutually agreed to by the Prime Contractors.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall send its qualified representative to periodic meetings held at such time and at such place as the Architect or the Owner shall designate.

§ 3.3.5 The Contractor shall be responsible for laying out the Work and shall be responsible for all lines, elevations, and measurements of the Work. The Contractor must exercise proper precautions to verify all figures shown on the Drawings before laying out the Work and will be responsible for any errors or omissions resulting from failure to exercise such precautions.

§ 3.3.6 The Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All work shall agree with these established lines and levels.

§ 3.3.7 If the Contractor discovers or should discover any discrepancies between the actual measurements and those indicated on the Drawings or Specifications, which prevent following good practice or the intent of the Contract Documents, the Contractor shall notify the Architect in writing promptly and shall not proceed with the Work until instructions have been received from the Architect.

§ 3.3.8 In any Work that is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. Such inspection and approval does not constitute a waiver of Contractor's duty to perform and complete Work in conformance with the Contract Documents.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor is required to pay and is to require any subcontractor to pay each employee engaged on the Project no less than the hourly rates prescribed in the Prevailing Minimum Wage Determination issued by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania.

§ 3.4.1.2 Should the Contractor be required to perform Work after regular hours, the additional costs of such Work shall be borne by the Contractor.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall also be responsible for site-specific labor peace on the Project and shall at all times exert its good faith efforts and judgment as an experienced contractor to adopt and implement policies and practices (including, without limitation, proper assignments of Work, particularly, without limitation, at loading dock areas) designed to avoid work stoppages, slowdowns, or disputes. Except as specifically provided in Section 8.3.1 hereof, the Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of site-specific work stoppages, slowdowns, disputes or strikes, except for general, recurring jurisdictional

disputes that occur throughout the county or except to the extent the causes of the same are not within the control of the Contractor. Any worker or other person involved in the performance of the Work who, in the opinion of the Owner, is incompetent or careless in the execution of the Work or otherwise unsatisfactory shall be forthwith removed upon the request of the Owner. In the event that labor picketing occurs for any reason at the site, Contractor shall establish a separate entrance to the site at a location which is not subject to such pickets.

§ 3.4.4 The materials, equipment, manufactured articles, or processes described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Architect at least fifteen (15) days prior to the submission of shop drawings, product data, test reports, or other submission materials of the work involving the proposed substitution. Each request by the Contractor for a substitution is to be submitted to the Architect with a complete description of the proposed substitution, including drawings, cuts, performance and test data, and any other information required by the Architect to perform its evaluation. A statement setting forth any changes in other materials, equipment, or other Work, which incorporation of the proposed substitution would require, shall also be provided by the Contractor. If the substitution is approved by the Owner and such approval results in a change in the Contract Sum, such change shall be processed as a Change Order. Notwithstanding anything to the contrary in this Section 3.4.5, the Owner shall have the absolute right to require the use of the materials, equipment, manufactured articles, or processes specified in the Contract Documents.

§ 3.4.5 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's direction. The Contractor shall, if required, by the Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials.

§ 3.4.5.1 All such data shall be furnished at the Contractor's expense.

§ 3.4.6 The Owner shall have the right to reject Work that does not conform to the Contract Documents.

§ 3.4.7 The Contract Documents are intended to produce a product of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect will not approve "as equal to the materials specified", proposed substitutes which, in its opinion, would be out of character or quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

§ 3.4.8 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements will be considered defective, unless the Owner accepts such defects in writing. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to, and not to be the exclusion of, any and all warranties and requirements for the Work specified in the Contract Documents. Contractor agrees to perform all Work in a manner so as to preserve any and all manufacturers' warranties.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor accepts full responsibility for the payment of all contribution and taxes imposed by the laws of the United States or by the laws of any state or city and which are measured by wages, salaries or other remuneration paid to persons employed by the Contractor for the Work or for materials and equipment used in the performance of the Work.

§ 3.6.1 The Owner expects the Contractor to claim tax exemptions for items which are tax exempt.

§ 3.6.1.1 The Owner expects the exemption to be reflected in bids.

§ 3.6.1.2 The Owner will cooperate with the Contractor's obtaining the exemption by executing Form Rev. -1220.

§ 3.6.2 The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract, and the system shall be satisfactory to Owner. Such accounts shall be sufficient to support a request for refund of sales and use tax. The Owner or its representative shall be afforded access to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

§ 3.6.3 The Contractor agrees to assign and transfer to the Owner all of its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this Assignment. The Contractor shall cooperate with and assist the Owner in obtaining any refund of sales and use tax for the Owner's benefit.

§ 3.6.4 The Contractor agrees to include the language of Paragraphs 3.6.1 and 3.6.3 (with the word Contractor changed to "Subcontractor") in any contract with Subcontractors.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit. However, each prime contractor shall be responsible for picking up the building permit required to cover their trades. Permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work shall be obtained and paid for by the Contractor. A photocopy of the building permit shall be delivered to the Architect and the Owner as soon as it is obtained, and upon Final Completion, the Contractor shall deliver all original permits, licenses, and certificates to the Owner, with copies of each to the Architect.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work including, without limitation, applicable building and fire codes, the provisions of all permits pertaining to the Work, OSHA and Department of Health rules and regulations, and all applicable federal, state and local laws and regulations pertaining to the use and disposition of hazardous materials and waste.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear all costs attributable to correction and any applicable penalties, unless after providing written notice to the Architect of such concern the Contractor receives written notice from the Architect or Owner to proceed with the Work.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide

notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner will determine whether the Contractor is entitled to an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Contractor, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4.1 The subsurface material information is indicated in the bid package information or drawings, based upon soundings, dug test pits, and/or auger or test borings or other information contained in geotechnical reports or similar documents, such information relative to the character of subsurface material is of a preliminary nature and has been obtained for the exclusive use of the Owner to facilitate the design of the Project. Therefore, this information is not to be considered as a part of the drawings, cross-sections, proposal, or contract, or as a factor for computation of the prices used for bidding or pricing purposes. If such information is given to the Contractor, it is given for guidance only. There is no express or implied agreement that the depths or the character of material have been correctly indicated at, or that uniformity of material exists between, the explored locations and the Contractor is expressly cautioned not to rely on such information, but to assume the possibility that conditions, affecting the cost and/or quantities of work to be performed, may differ from those indicated.

§ 3.7.4.2 The Contractor further covenants and warrants that he had sufficient time to examine the site of the Work, that he has examined the site of the Work; that he has had sufficient time to examine the site of the work to determine the character of the subsurface material and conditions to be encountered; and that he has based the within contract prices on his own independent examination and investigation of the site, subsurface materials and conditions and has not relied on any subsurface information furnished to him by the Owner.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Superintendent

§ 3.8.1 The Contractor shall employ a competent full-time superintendent and necessary assistants (the Contractor's 'construction team') who shall be in attendance at the Project site during performance of the Work. The Contractor's Construction Team must be approved by the Owner prior to the Contractor's performance of its Work on the Project. Once the Owner has approved the Contractor's Construction Team, the Contractor shall not replace or remove any members of the Contractor's Construction Team without first obtaining the Owner's written consent. If the Owner determines that a member of the Contractor's Construction Team must be replaced, the Contractor shall promptly replace that member of the Contractor's Construction Team with someone acceptable to the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.8.1.1 The Contractor's Construction Team shall be employed full time until the date of substantial completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the work.

§ 3.8.1.2 The Contractor shall coordinate and supervise the work performed by Subcontractors to the end that the work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.8.2

(Paragraphs deleted)

The Contractor, within 10 days after contract award, shall furnish in writing to the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.8.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent.

§ 3.9 Contractor's Construction and Submittal Schedules

§ 3.9.1 Requirements regarding Contractor's construction schedules are addressed in Section 01 10 00 Summary of the Project Specifications and 01 32 00 Construction Progress Documentation.

§ 3.9.1.1 Each and every construction schedule and monthly update shall contain a sworn and verified statement that provides: "Our company understands that the meeting of the milestone dates listed in this schedule is critical to maintaining the Project Schedule and meeting the Substantial Completion Date of each phase. In signing this Schedule, our company agrees to this schedule and further agrees to dedicate whatever resources that are required to complete the work of our contract in order to meet these deadlines."

§ 3.9.2 In the event the Owner determines that the Contractor's performance of the Work has not progressed or reached the level of completion required by the Contract Documents and that such conditions are not the result of a delay for which the Contractor is entitled to an extension of the Contract Time pursuant to Section 8.3, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Baseline Schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.2.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.2 as frequently as the Owner reasonably deems necessary to ensure that the Contractor's performance of the Work will comply with the time requirements.

(Paragraph deleted)

§3.9.3 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises. Any postponement, rescheduling, or performance of the Work under this Section 3.10.3 may be grounds for an extension of the Contract Time, provided that the Contractor complies with the procedures set forth in Articles 4, 7, and 8 of these General Conditions.

§ 3.9.4 The Contractor shall prepare a submittal schedule, ten days promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.9.5 The Contractor shall perform the Work in general accordance with the baseline schedule and updated schedules, drawings, specifications, addenda submitted to the Owner and Architect.

§ 3.10 Documents and Samples at the Site

The Contractor shall maintain, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and

selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Shop Drawings, Product Data and Samples maintained and delivered by the Contractor shall include all such material required by the Contractor for actual construction or coordination of trades in addition to those required to be submitted to the Architect for review. The Contractor shall also maintain at the site a daily journal recording weather and site conditions, progress of the Work, inspections by the Architect or governmental authorities, as well as other matters relevant to the Work.

(Paragraphs deleted)

§ 3.11

(Paragraphs deleted)

Shop Drawings, Product Data and Samples

(Paragraphs deleted)

§ 3.11.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(Paragraph deleted)

§ 3.11.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

(Paragraph deleted)

§ 3.11.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.11.5 The Contractor shall review for compliance with the Contract Documents, approve, certify and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned by the Architect without action.

(Paragraph deleted)

§ 3.11.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. In reviewing Shop Drawings, Product Data, and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

(Paragraph deleted)

§ 3.11.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

(Paragraph deleted)

§ 3.11.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

(Paragraph deleted)

§ 3.11.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

(Paragraphs deleted)

§ 3.11.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.11.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional and who shall comply with the Owner's requirements regarding qualifications and insurance. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.11.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.11.11 The Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent Shop Drawings is withheld due to failure of the Contractor to submit, revise or resubmit Shop Drawings in adequate time to allow the Architect reasonable time for normal checking and processing.

§ 3.11.12 Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications, or recommendations, before the item is installed.

§ 3.12 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.12.1 The Owner shall have the right of possession of the premises and the improvements made thereon by the Contractor. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents.

§ 3.13 Cutting and Patching

§ 3.13.1 The Contractor shall be responsible for all cutting, fitting, reinforcing, and patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.13.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14 Cleaning Up

§ 3.14.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

(Paragraphs deleted)

§ 3.14.3 Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be thoroughly cleaned by professional window cleaners. Contractor shall comply with all special cleaning instructions contained in the construction specifications. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at its expense, provided, however, that the Contractor shall be entitled to receive any amounts payable under the Owner's insurance as provided in Paragraph 11.2, in respect to damaged glass or plastic.

§ 3.15 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.15.2 The Owner and its authorized representatives and agents shall at all times have access to and be permitted to observe and review all Work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to the Contract.

§ 3.16 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.17 Indemnification

§ 3.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents. Servants, board, and employees of any of them the "indemnified parties" from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, of whatever kind and nature, arising out of or resulting from performance of the Work, or whether direct or consequential, or whether for property damage (other than to the Work itself) including loss of use resulting therefrom or personal injuries (including death) to any and all persons, whether employees of the Contractor or others, which the Indemnified Parties may directly or indirectly sustain, suffer, or incur, or which are otherwise caused or occasioned thereby or resulting from the foregoing claims, damage, or injury, made asserted or threatened, or incurred, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

§ 3.17.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, the Contractor hereby waives its rights to immunity as an employer under any such workers' compensation act.

§ 3.17.3 The Contractor shall indemnify and hold harmless all of the Indemnified Parties from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under the Agreement.

§ 3.17.4 This Section 3.18 shall survive final payment under and/or termination of the Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents may be restricted, modified, or extended by the Owner without consent of the Contractor. The Architect does not have authority to waive or restrict any of the Owner's rights and/or remedies under the Contract Documents nor expand the Owner's obligations under the Contract Documents.

§ 4.1.3 If the employment of the Architect is terminated, the Owner may employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Nothing contained in the Contract shall limit the obligations of the Architect under its separate agreement with the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts which amounts may be adjusted by the Owner.

§ 4.2.6 The Architect shall reject Work that does not conform to the Contract Documents unless such non-conformance is accepted by the Owner in writing. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.6.1 A Non-Conformance Notice or the like may be issued by the Architect or Owner documenting that the Work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents. Payment shall not be made on any portion of the Work for which a Non-Conformance Notice has been issued and the Work not corrected to the satisfaction of the Architect or Owner.

Upon receipt of a Non-Conformance Notice the Contractor shall provide a written response to the Non-Conformance Notice within five (5) working days after receipt of the Notice. The Contractor's response shall state either (a) the basis of contractor's determination that the Work was performed in accordance with the Contract Documents or (b) the corrective action contractor intends to take, at its sole expense, to correct the non-conforming work.

If the Contractor disputes issuance of the Notice the Architect or Owner may respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the Work. Such determination by the Architect or Owner shall be final and conclusive of the matter.

If directed to correct the Work, the Contractor shall do so within five (5) working days after receipt of such direction from the Architect or Owner, or such other time as may be agreed to with the Owner.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, as well as conformance to all applicable codes, ordinances, laws and regulations. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct site visits and observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site.

§ 4.2.11 The Architect will initially interpret and decide matters relating to design and construction under the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect's interpretations with respect to matters under the Contract Documents shall be limited to design and construction matters, and the Architect shall not decide disputes as to the other obligations of the Owner and the Contractor under the Contract Documents.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within 10 days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor in writing stating whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work

that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of the Contract Documents and their Subcontractor agreements available to their respective proposed Sub-subcontractors.

§ 5.3.1 All written agreements with Subcontractors shall provide that the Subcontractor not file any claim or lien against the Owner, and that any claims shall be filed only against the Contractor or the Contractor's payment bond. The Contractor shall provide the Owner a copy of such agreement before a Subcontractor performs any Work on the project.

§ 5.3.2 If the Contractor employs different Subcontractors in the same trade (e.g., electrical, plumbing, concrete), the Contractor shall cause all such Subcontractors in the same trade to install the same materials and equipment (including the same manufacturer and the same model number) as each other.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights under the subcontract.

§ 5.4.2 Upon such assignment, if the Work within the scope of a particular subcontract has been suspended for more than 30 days after termination of the Contract by the Owner pursuant to Sections 14.2 or 14.4 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for increases in direct costs incurred by such Subcontractor as a result of the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.5 PAYMENT OF SUBCONTRACTORS

§ 5.5.1 The Owner shall have no obligation to pay, or to see to the payment of, any money to any Subcontractor or Sub-Subcontractor. Nothing contained in the Contract shall be deemed to create any contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, or to create any rights in any Subcontractor or Sub-subcontractor against the Owner.

§ 5.5.2 If the Contractor's financial condition impacts the Contractor's ability to pay a Subcontractor, the Owner may, in its sole discretion, pay such Subcontractor directly, less the amount to be retained under the Subcontractor's subcontract. The Contractor shall reimburse the Owner for any amount the Owner pays pursuant to this Section 5.5.2

§ 5.5.3 If the Contractor disputes any amount any Subcontractor claims is due, the Owner may in its sole discretion withhold such amount from those funds remaining to be paid until the dispute between the Contractor and Subcontractor regarding the amount allegedly due is resolved.

§ 5.5.4 The Contractor shall promptly advise the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor, or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award Separate Contractors in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those of this Contract. If contractors performing work for the Owner under separate contracts for the Project causes Contractor increased costs or damages for delays, acceleration, hindrances, loss of productivity or similar claims, Contractor shall not have a claim against the Owner for such costs or damages as provided in Article 8.3, but shall have a right to recover against the other contractor(s). The Owner shall provide the Contractor a right of recovery in the other contractor's contract and will provide a reciprocal right in this Agreement for the benefit of the other contractors. In this regard, Contractor agrees that other contractors performing work for the Owner under separate contracts for the Project have a right of action against the Contractor to the extent the Contractor causes the other contractor damages for delays, acceleration, hindrances, loss of productivity or similar damages.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Requirements regarding coordination of the Work between the Contractor, other Contractors and/or the Owner's own forces are addressed in the Project Specifications Section 01 31 00 - Project Management and Coordination.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Except as permitted in Section 7.3 of these General Conditions, a change in the Contract Sum or Contract Time shall be accomplished **only** by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by the Contractor's performance of its Work, shall be the basis of any claim for an increase in the Contract Sum or Contract Time.

§ 7.1.1.1 Contractor shall provide pricing on Owner requested changes within seven (7) days from day of receipt of request from the Architect or Owner.

§ 7.1.1.2 When submitting its change proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule. The Contractor shall furnish adequate supporting documentation from which the breakdowns were prepared, together with supporting documentation, if requested, of any subcontractor.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 With respect to any Change Order or Construction Change Directive, the Contractor shall provide a detailed breakdown of the labor and materials for all trades and the estimated impact on the Baseline Schedule or Schedule Update.

§ 7.2.3 The Contractor's agreement to any Change Order shall constitute a final settlement of all matters relating to the Change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such Change in the Work and any and all adjustments to the Contract Sum, as well as any and all claims for an increase in the Contract Time and/or compensation therefore. Consistent with this agreement, all Change Orders will include the following language "Through acceptance of this Change Order, this Contractor acknowledges that it has reviewed the progress of the work related to this Project and the potential impact of the additional work on the progress of the Project in the future. As a result, this Change Order includes compensation to the Contractor for any and all effects, delays, and inefficiencies or similar demands associated with the Project and the Contractor recognizes and understands that there is no basis for any such claim in the future.

§ 7.2.4 The total overhead and profit to the Contractor and its Subcontractors included in the total cost to the Owner for Change Orders shall not exceed 15%. The Prime Contractors and their subcontractors shall agree to limit profit and overhead on changes in the work to a total of 15%. Subcontractors shall agree to a total of profit and overhead combined

with that of the Prime Contractor not to exceed 15%. In addition, Prime Contractors shall agree to a total of profit and overhead combined with that of any Sub Contractors not to exceed 15%. No other costs will be added to the calculation of the total cost. Costs for the purpose of this section 7.2 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of Materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental Costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance permit fees, and sales use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change only when the change is out of sequence or requiring that additional time be added to the project.

§ 7.2.5 Any additional Bond Costs shall be included in Overhead and Profit.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly, if appropriate.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 Notwithstanding the foregoing, the Owner shall have the right to direct that the adjustment to the Contract Sum for any Construction Change Directive be calculated on a time and materials basis with a mark-up for a total of 15% overhead and profit. Additional costs of supervision and field office personnel directly attributable to the change only when the change is out of sequence or requiring that additional time be added to the project.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

(Paragraph deleted)

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has the authority to order minor changes in the Work, issue additional drawings or instructions indicating in greater detail the construction that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing with copy to the Owner and signed by the Architect and shall be binding on the Owner and Contractor. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8 and approved by the Owner.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence the Work on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) fire, unavoidable casualties and which the Contractor could not reasonably have anticipated and ameliorated the impact thereof, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by change order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time; provided, however, that the Contractor shall not be entitled to an extension of the Contract Time if the Contractor is delayed in the commencement or progress of the Work by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. The Contractor further agrees that no adjustments in the Contract Time will be permitted for a delay to the extent that such delay: (1) is caused by the Contractor, a Subcontractor, a Sub-subcontractor, a supplier, or any other person or entity providing services, materials, or equipment to any of them; (2) could have been limited or avoided by the Contractor's timely acts and/or notice to the Owner and the Architect of the delay; or (3) is of a duration less than one day. In the event that a delay caused by the Contractor, a Subcontractor, a Sub-subcontractor, a supplier, or any person or entity providing services, materials, or equipment to any of them is concurrent with a delay caused by the Owner, the Contractor shall be entitled to an extension of the Contract Time, but shall not be entitled to any compensation or damages allegedly resulting from such concurrent delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

§ 8.3.2 The Contractor recognizes that delays, acceleration, hindrances or loss of productivity may occur. No claims for increased cost, charges, expenses or damages of any kind, including but not limited to consequential damages, lost opportunity costs, lost profits, impact damages, or other similar remuneration, shall be made by the Contractor against the Owner, the Architect or their agents for any delays, acceleration, hindrances, loss of productivity, or similar claims (collectively "Delays") from any cause whatsoever, including, but not limited to, the actions or inactions of other contractors working for the Owner, strikes, walkouts, extended overhead, winter protection or work stoppages during the progress of any portion of the Work whether or not such Delays are foreseeable. An extension in the Contract Time, to the extent granted under paragraph 8.3.1, shall be the Contractor's sole remedy for any Delays. In the event any Contractor causes delay, acceleration, hindrance, loss of productivity or similar damages to another Contractor, the aggrieved Contractor may pursue recovery of money damages against the responsible Contractor pursuant to Article 15. Each Contractor acknowledges it may be subject to claims proceedings and dispute resolution proceedings brought by other Contractors as stated above, and expressly waives any privity of contract defense with regard to such proceedings.

§ 8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 7 and 15 of these General Conditions, and the procedures set forth below.

§ 8.3.3.1 No claim for delay shall be allowed on account of failure of the Architect to furnish instructions or Drawings or to return Shop Drawings or samples until two (2) weeks after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings or samples.

§ 8.3.4 The Contractor's right to any time extension is contingent on the Contractor strictly complying with all of the procedures regarding Claims set forth in these General Conditions.

§ 8.3.5 If the Contractor believes that it is entitled to an extension of the Contract Time, the Contractor shall submit to the Architect and Owner a written time impact analysis demonstrating the effect of a Change in the Work or a delay on the Contract Time.

§ 8.3.6 - Any delay attributable to lack of coordination and cooperation by and between the separate Contractors among themselves or their Subcontractors shall not be a basis for any claim for increase in the Contract Time.

§ 8.4 Completion and Liquidated Damages

§ 8.4.1 The Contractor shall substantially complete all of the work included in the Contract Documents ready for the Owners occupancy or work by another Contractor as defined in Subparagraph 8.1.3 of the General Conditions within the time stated in the Contract Documents, subject to extensions of Contract Time as provided in Paragraph 8.3 of the General Conditions.

§ 8.4.2 It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of commencement, rate of progress and the time of completion of the work are essential conditions of this contract, and it is further understood and agreed that the work covered under this contract shall be started on the date specified in the Owner's notice to proceed.

§ 8.4.3 The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range prevailing in its locality.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

(Paragraph deleted)

§ 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Architect prior to the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet. Each major item of work shall be further broken down into separate line items for labor, materials, phase, building wing, floor level, or other as the Architect may require. Any item on the schedule of values which fails to include sufficient detail, is unbalanced, or exhibits "front-end-loading" of the value of the Work shall be rejected. If any item on the schedule of values has been initially approved and subsequently used, but later, at any point before Final Payment, is found improper or undervalued/understated for any reason, sufficient funds shall be withheld from future payments to ensure an adequate reserve to complete the Work. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values by the Contractor shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment in the form of AIA Documents G702 and G703 prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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§ 9.3.1.3 Prior to submitting its first Application for Payment, the Contractor must:

- .1 provide the Owner with a list of the names and addresses of all Subcontractors or other parties with whom the Contractor has entered into contracts for performance of the Work;
- .2 provide the Owner with a copy of all contracts with subcontractors or other parties that the Contractor has entered into for performance of the Work;
- .3 provide the Owner with copies of all governmental permits or approvals required for the Contractor to perform its Work on the Project; and
- .4 provide the Owner with the Baseline Schedule.
- .5 provide on-site contractor clearances to Owner.

§ 9.3.1.4 Each of the Contractor's Applications for Payment must be accompanied by the following:

- .1 a copy of the monthly Schedule Update submitted in conjunction with the Contractor's Application for Payment;
- .2 a fully executed copy of any Change Order applicable to Work or materials for which the Contractor seeks payment in its Application for Payment;
- .3 any invoices, purchase orders, or other statements evidencing the amount sought by the Contractor in its Application for Payment for Time and Materials Work;
- .4 a list showing any changes or additions to the list provided pursuant to Section 9.3.1.3.1 of Subcontractors or other parties with whom the Contractor has entered into contracts for the performance of the Work;
- .5 copies of any contracts with Subcontractors or other parties that the Contractor has entered into for performance of the Work not previously provided pursuant to Section 9.3.1.3.2;
- .6 original, notarized, partial release of liens and claims on a form acceptable to and approved by the Owner for the Contractor and all Subcontractors, Sub-subcontractors, material suppliers, or other entities to be paid out of any funds received in response to the Application for Payment;
- .7 original, notarized, partial release of liens and claims on a form acceptable to and approved by the Owner for the Contractor and all Subcontractors, Sub-subcontractors, material suppliers, or other entities who received funds paid by the Owner pursuant to the Contractor's prior monthly Application for Payment;
- .8 with respect to vendors or suppliers for which the Owner's Lender, if any, does not require the partial release of liens and claims specified in Sections 9.3.1.4.6 and 9.3.1.4.7, the Contractor shall provide evidence reasonably satisfactory to the Owner's Lender (including, without limitation, cancelled checks and banking statements) that the vendor or supplier has been paid; and
- .9 copies of all third-party inspection, testing, and other reports obtained by the Contractor during the period covered by the Application for Payment.
- .10 a summary of all potential claims, if any, that the Contractor believes it has for an increase in the Contract Sum or the Contract Time. The Contractor's provision of such summary in connection with an Application for Payment shall **not** relieve the Contractor of its obligation to comply with all of the other

requirements set forth in the Contract Documents regarding Claims by the Contractor for an increase in the Contract Price or the Contract Time.

- .11 copy of certified payrolls for all contractors and subcontractors who have performed work on the project site and for which labor is billed.

§ 9.3.1.5 The Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. Once the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner shall be returned to the Contractor and retainage shall thereafter be five percent (5%) if all of the following apply: the Contractor make such a request accompanied by written consent of surety to such reduction in retainage; the Architect approves such reduction in retainage; the Contractor is making satisfactory progress of the Work; and there is no specific cause for withholding greater retainage. In addition, when requesting a reduction in retainage, Contractor must sign and submit the Retainage Reduction Affirmation form included at Specification Section 012900 (Payment Procedures).

§ 9.3.2 If approved in advance in writing by the Owner, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

- .1 The aggregate cost of materials stored off site shall not exceed \$300,000.00 at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Contractor shall submit to the Owner and the Architect a list identifying each location where materials are stored off the Project site and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total replacement value of the materials.
- .4 The consent of any surety shall be obtained to the extent required prior to payment for any material stored off the Project site.
- .5 Representatives of the Owner shall have the right to make inspections of the storage areas at any time.
- .6 Such materials shall be (i) protected from destruction, theft, and damage to the satisfaction of the Owner and the Lender, if any, (ii) specifically marked for as for use on the Project, and (iii) segregated from other materials at the storage facility.
- .7 Provide any other documentation reasonably requested by the Owner's Lenders, if any, regarding materials or equipment stored off site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work and that all Subcontractors or Sub-subcontractors performing such Work have been paid and that Contractor knows of no existing or threatened claims by any party against the Owner or the Project.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within ten days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The Contractor is to submit Application for Payment in such time as to meet the review and approval schedules of the Owner. Applications that are submitted late and do not meet the approval schedule will be processed the following month.

§ 9.4.4 The Owner is not bound by any Certificate for Payment issued by the Architect Notwithstanding any such Certificate, the Owner can make less than the payment certified (even zero) as necessary to protect the Owner for the same reasons set forth in § 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment and the Owner may decline to make payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment and the Owner may decline to make payment or, because of subsequently discovered evidence or subsequent observation, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to comply with governmental laws, ordinances, rules and regulations;
- .9 incomplete application for payment;
- .10 materials claimed by Contractor to be on site or incorporated into the Work and found not to be on site or incorporated into the Work;
- .11 erroneous estimates by Contractor of the value of the Work performed; or
- .12 Required payroll certificates have not been submitted to the Owner.

- .13 Record documents have not been updated to indicate work completed.
- .14 work performed, but which is not done in accordance with the Contract Documents.

(Paragraph deleted)

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment and if the Owner has agreed to the amount certified by the Architect, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Notwithstanding anything in this Section 9.6.2 to the contrary, should the Contractor's financial condition prevent it from making payment to any Subcontractor, the Owner may elect, in the Owner's sole discretion, to make any payment that the Contractor requests be made to a Subcontractor payable to such Subcontractor. In no event shall any such payment be construed to create any (i) contract between the Owner and any Subcontractor, (ii) obligations from the Owner to such Subcontractor, or (iii) rights in such Subcontractor against the Owner. To the extent that the Contractor withholds any portion of a payment to a Subcontractor, the Contractor must promptly provide a written explanation to the Owner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any

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tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten days after receipt of the Contractor's Application for Payment, provided that the Contractor has performed all of the Work covered by the Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect and agreed to by the Owner, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended, provided that the Contractor can demonstrate entitlement to an extension of the Contract Time under the procedures set forth in these General Conditions, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, if any, of shutdown, delay and start-up, caused by untimely issuance of a Certificate of Payment or payment thereon.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor pursuant to the Contract Documents, such payment shall be made within seven days upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to pay any amounts due to the Owner within seven days of such notice, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct Work that was not performed in accordance with the Contract Documents, the Owner shall have the right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct such amount from any payment due the Contractor, or (ii) issue a written notice to the Contractor reducing the Contract Sum by such amount.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work (or designated portion thereof approved by the Owner) is sufficiently complete such that only minor items remain to be completed or corrected in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and all requirements of the Contract Documents for Substantial Completion, including the following conditions, have been fulfilled:

- a. the Contractor has delivered an accurate and complete set of as-built drawings, record specifications, record product data, record samples and maintenance manuals, of the Project to the Architect;
- b. the Contractor has delivered all written warranties and related documents required by the Contract Documents;
- c. the Contractor has obtained approval from all agencies having jurisdiction over the Work, or any designated portion of the Work, and obtains appropriate Certificates of Occupancy for the Work, or designated portion of the Work.
- d. the cost to complete all Punch List items, as reasonably determined by the Architect and/or Owner, is one-half percent (1/2%) or less of either the Contract Sum or the Guaranteed Maximum Cost (as the applicable term is defined in the Agreement) to complete the Project, as applicable.

§ 9.8.1.1 In no event, however, shall the Work, or any designated portion thereof, be Substantially Complete until: (a) at least 95% of the Work, or designated portion thereof, has been completed (for the purpose of determining when 95% of the Work, or any designated portion thereof, has been completed. Work does not include the Contractor's overhead and profit, general conditions, or supervision); (b) in determining the value of Work, the Architect will use the value in the schedule of values for the Work or the cost of the Owner to complete the Work, whichever is greater.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The list shall identify the anticipated cost to complete or correct each item.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion, and shall reimburse the Owner for the Architect's fee associated with such subsequent inspections. In addition, the Architect shall add to the Contractor's punch list any additional items that must be completed or repaired, and shall identify its anticipated cost to complete or correct each item on the list if the Architect disagrees with the anticipated cost identified by the Contractor.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion for the Work or designated portion thereof, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate, which time shall be no longer than 30 days. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance by the Owner and Contractor of the date established in Certificate of Substantial Completion for the entirety of the Work, and consent of surety if any, the Owner, in accordance with Article 5.1.7 of the Agreement (A101), shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted based on 150% of the Architect's anticipated cost for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 If, after the Architect issues the Certificate of Substantial Completion, subsequent information discloses that Substantial Completion has not been achieved, the Architect, after three (3) days written notice to Contractor, will revoke the Certificate of Substantial Completion. If the Certificate of Substantial Completion is revoked, liquidated damages as set forth in the Contract Documents will be assessed from the date that Substantial Completion was to have been achieved under the Contract Documents until the date the Architect determines that Substantial Completion has been achieved as though the revoked Certificate of Substantial Completion had never been issued.

§ 9.8.7 If the Contractor fails to complete a comprehensive punch list of items to be completed or corrected as stipulated in subparagraph 9.8.2, the Architect or any of its consultants or representatives may prepare such punch list and the Contractor will be responsible for professional fees and services of the Architect incurred in this regard. The Owner will back charge the Contractor for such additional costs and deduct same from retainage or application for payment.

§ 9.8.8 In no case shall the time established for completion of the punch list items extend beyond sixty (60) days from initial request by the Contractor for inspection, except for delay beyond the Contractor's control. The Contractor shall pay for all architectural and consultant services after sixty (60) days from initial request for inspection of the work due to the failure of Contractor to complete the work on the Architect-approved punch list or to submit documentation and items required for final completion and final payment.

§ 9.8.9 If the Contractor fails to achieve Substantial Completion of the work by the date established for Substantial Completion, subject to adjustments of the Contract Time provided in the Contract Documents, the Owner shall recover from the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day beyond such date that the Substantial Completion is so delayed by the Contractor, its employees, subcontractors and their agents and employees and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors "Liquidated Damages".

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance,

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Within thirty (30) days following receipt of Contractor's request for final inspection and final application for payment, the Architect shall make final inspection and respond to the application. If more than one inspection for final completion is required, the Contractor will be billed for professional fees and services of the Architect relating to subsequent inspections.

§ 9.10.1.2 If the Contractor fails to achieve Final Completion of the work within 30 days after the date of Substantial Completion, subject to adjustments of the Contract Time provided in the Contract Documents, the Owner shall recover from the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day beyond such date that the Final Completion is so delayed by the Contractor, its employees, subcontractors and their agents and employees and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors "Liquidated Damages for Final Completion". These damages will not be capped.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner may, at its discretion, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the

Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the
(Paragraphs deleted)
Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Owner shall not release/make final payment to the Contractor, nor shall the Contractor release/make final payment to any Subcontractor unless required payroll audits have been successfully completed as required by Paragraph 11.1.9 of this Contract. The Contractor/Subcontractor is in compliance with the payroll reporting requirements included in the Project Insurance Manual.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take all measures, precautions, and programs, including special precautions due to hazardous or otherwise dangerous parts of the work, for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1** employees on the Work and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor at the Contractor's cost and expense.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment, or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or

indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition for the safety of persons or property.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall secure the Project site or portion thereof as reasonably required to protect the Work, persons, and property from injury.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and the Architect all accidents arising out of or sustained in connection with the Work that cause death, personal injury, or property damage, giving full details and providing sworn statements from any witnesses. In addition, if an accident causes death, serious personal injury, or serious property damage, the Contractor shall immediately report the accident to the Owner and the Architect.

§ 10.2.11 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations of the fire insurance company carrying insurance on the work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.12 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, ground water, back-up or leakage of sewers, drains or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.13 The Contractor shall remove snow or ice which might cause in damage, injury or delay.

§ 10.2.14 During the progress of the work and at all times prior to the date of Substantial Completion or occupancy of the work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to prevent damage to completed work or work in progress, or to materials stored on the premises.

§ 10.2.15 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas and shall reimburse the Owner for any such loss, damage or injury, except such as may be directly caused by agents or employees of the Owner.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material

or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately. The term "rendered harmless" shall be interpreted to mean that levels of any Hazardous Material are less than the applicable exposure standard set forth in the OSHA regulations. In no event, however, shall the Owner have any responsibility for any Hazardous Material that is brought to the Project site by the Contractor, a Subcontractor, a Sub-subcontractor, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that fall within the definition of Hazardous Materials in Section 10.3.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity, and provided further that said indemnity and hold harmless obligations do not cover damage, loss or expense to the extent caused by the negligence of a party seeking indemnification under this Section 10.3.3.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for all cost and expense the Owner incurs including but not limited to attorneys' fees (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.1 Contractor's, Subcontractors', and Sub-Subcontractors' Liability Insurance

- .1 Commercial General Liability Insurance.** Commercial general liability insurance, written on an Insurance Services Office occurrence policy form (1986 or more recent edition), covering bodily injury (including death), property damage, personal injury, and advertising injury arising out of or relating directly or indirectly to the possession, use, leasing, operation, construction, maintenance or condition

of the Project, including, without limitation, premises/operations coverage, broad form property damage coverage, products/completed operations coverage and contractual liability coverage, with primary limits of liability not less than One Million Dollars (\$1,000,000) bodily injury (including death) and property damage per occurrence limit, One Million Dollars (\$1,000,000) personal injury and advertising injury limit, One Million Dollars (\$1,000,000) general aggregate limit (provided on a per location basis for the Project by endorsement reasonably satisfactory to the Owner's Lender), and One Million Dollars (\$1,000,000) products/completed operations aggregate limit.

- .2 Automobile Liability Insurance.** Automobile liability insurance covering bodily injury (including death) and property damage with primary limits of liability not less than One Million Dollars (\$1,000,000) combined single limits. The Contractor shall cause the Owner to be listed as an additional insured on the Contractor's automobile liability policy or policies and to provide to Owner a copy of the designated additional insured automobile endorsement.
- .3 Umbrella or Excess Liability Insurance.** Umbrella and/or excess liability policies with total limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in the aggregate, or limits carried, whichever are greater. The Contractor's umbrella or excess liability policies must be excess above the commercial general liability, automobile liability, and employer's liability policies. Umbrella or excess liability policies must be at least as broad in coverage as the primary policy. The Contractor shall cause the Owner to be an additional insured and the Additional Insureds to be named as additional insureds on the Contractor's umbrella or excess liability policy or policies.
- .4** The Contractor shall maintain the commercial general liability and umbrella or excess insurance coverages required under this Section 11.1.1 in place until Final Completion of the Project. Thereafter, Contractor will maintain such insurance on an annual basis for a period of not less than three (3) years; alternatively, Contractor shall procure and maintain primary, umbrella, and/or excess policies providing extended products/completed operations policy periods for a period of not less than three (3) years. Contractor further agrees to cause the Owner to be an additional insured and the Additional Insureds to be named as additional insureds continuously on the Contractor's primary, umbrella, and/or excess liability policies for the required three (3) year period.
- .5** The Liability Policies shall not contain any exclusions or restrictions for residential development or construction, or for development or construction of condominiums, townhomes, attached dwellings or multi-family or multi-unit housing.
- .6** The Liability Policies shall not contain any exclusions or restrictions for blasting or explosion, collapse or underground (XCU) hazards.
- .7** The Liability Policies shall provide for a blanket waiver of subrogation where required by written contract.
- .8** The Liability Policies must be issued by insurance companies qualified to do business in the Commonwealth of Pennsylvania and having a Best's rating of at least A:VIII, and be otherwise acceptable to the Owner's Lender.
- .9** If the Contractor fails to procure or maintain any of the insurance coverages required by this Section 11.1.1.1, the Owner may obtain the required coverage or coverages, deduct the cost of obtaining the required coverage or coverages from the Contract Sum, and the deduct such cost from the amount to be paid to the Contractor according to the Architect's most recent Certificate for Payment.
- .10** The Contractor shall contractually require all Subcontractors and Sub-subcontractors to procure and maintain commercial general liability, automobile liability, and umbrella or excess liability policies that comply with all of the requirements in this Section 11.1.1.1 for the Liability Policies (the "Subcontractors' Liability Policies").

§ 11.1.1.2 Contractor's, Subcontractors', and Sub-Subcontractors' Workers' Compensation and Employers' Liability Insurance

Contractor shall procure and maintain, and shall contractually require all Subcontractors and Sub-subcontractors to procure and maintain, workers' compensation insurance (statutory limits) and employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) bodily injury (including death) by accident (each accident), Five Hundred Thousand Dollars (\$500,000) bodily injury (including death) by disease (policy limit), and Five Hundred Thousand Dollars (\$500,000) bodily injury (including death) by disease (each employee).

§ 11.1.1.3 Certificates, Endorsements, and Other Policy Requirements or Conditions

- .1 The Contractor shall deliver to the Owner the original of all certificates and endorsements required by Sections 11.1.1.1 and 11.1.1.2 at least seven days prior to the date the Contractor begins any work on the Project, or with respect to certificates and endorsements required from Subcontractors or Sub-subcontractors, at least seven days prior to the date the Subcontractor or Sub-subcontractor commences Work on the Project, unless the Owner agrees otherwise in writing.
- .2 Contractor shall deliver renewal or replacement policies, certificates, or endorsements for itself and any Subcontractor or Sub-subcontractor not less than thirty (30) days prior to the expiration of existing coverages. Contractor shall provide Owner with certified copies of any policies required by Sections 11.1.1.1 or 11.1.1.2 upon Owner's written request.
- .3 All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall provide that the coverages afforded thereby shall not be non-renewed, terminated, cancelled, materially reduced or materially modified without at least thirty (30) days' prior written notice to the Owner and the Owner's Lender, if any.
- .4 All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall provide that the coverage provided by the policies is primary, and that any other insurance available to the Owner or the Owner's Lender, if any, is secondary, excess, and non-contributing.
- .5 All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall provide for the severability of interests (separation of insureds) such the Owner's or the Owner's Lender's rights under the policies are separate from and independent of the rights of the Contractor, Subcontractor, or Sub-subcontractor.
- .6 All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall contain no insured versus insured exclusions.
- .7 Neither the Contractor, Subcontractors, or Sub-subcontractors shall procure or maintain separate or additional insurance concurrent in form or contributing in the event of loss with that required to be procured and maintained hereunder without the prior written consent of the Owner, which consent shall not be unreasonably withheld, provided that any such policies satisfy all of the requirements of Section 11.1.
- .8 Notwithstanding any receipt, review, approval or consent to any insurance policies or coverages procured and maintained pursuant to Sections 11.1.1.1 or 11.1.1.2, Owner shall incur no liability as a result of the insolvency of any insurer, the failure of any insurer to perform, deductibles, inadequacy of limits of any policy, limitations, or exclusions from coverage, or the failure of any insurer to pay any claim, even where the Owner has procured and maintained any insurance policies or coverages required by Sections 11.1.1.1 or 11.1.1.2 after the failure of the Contractor, a Subcontractor, or a sub-subcontractor to do so. The Contractor expressly acknowledges and agrees that the Owner's review, approval, and/or consent to any insurance policies or coverages procured and maintained pursuant to Sections 11.1.1.1 or 11.1.1.2 shall be solely for the Owner's benefit, and such review, approval, and/or consent shall not constitute an express or implied warranty or representation that such insurance coverages are sufficient to adequately protect Contractor's interests, or are sufficient for any purpose other than compliance with the terms of the Contract. Contractor retains the sole responsibility for determining whether the insurance policies or coverages required by the Contract are sufficient to

adequately protect Contractor's interests and, to the extent such coverages are insufficient, for obtaining, subject to the terms of the Contract, sufficient insurance coverage.

- .9 The insurance policies or coverages required by Sections 11.1.1.1 or 11.1.1.2 are independent of the Contractor's indemnification obligations and other obligations to the Owner under the Contract, and shall not be construed or interpreted to restrict, limit, or modify the Contractor's, or any Subcontractor's or Sub-subcontractor's, indemnification obligations or other obligations to the Owner under the Contract.
- .10 If the Contractor fails to comply with the requirements of this Section 11.1, Owner shall have the right, but not the obligation, to (i) demand, receive, and enforce the Contractor's rights with respect to any or all insurance coverage required by this section 11.1 and any insurance proceeds thereof, including, without limitation, to collect any or all insurance proceeds, (ii) to assign any or all insurance coverage required by this Section 11.1 and/or the proceeds thereof as Owner may from time to time deem necessary in its sole discretion, and (iii) take such action as Owner may from time to time deem necessary in its sole discretion to cure any failure by Contractor to comply with the requirements of Section 11.1 to protect the rights of the Contractor or the rights of the Owner as the assignee of Contractor with respect to any or all insurance coverage and any insurance proceeds thereof.
- .11 All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall identify the Owner, its successors and/or assigns, as Additional Insureds and copies of each "Designated Additional Insureds Endorsement" shall be provided to the Owner prior to the Contractor's commencement of the Work.

§ 11.1.1.4. Waiver of Recovery Against Owner

Notwithstanding anything to the contrary in the Contract Documents, Contractor waives any and all right of action or recovery against the Owner for any loss, liability, claim, expense, injury, or damage sustained in connection with the Project to the extent that such loss, liability, claim, expense, injury or damage is insured against or required to be insured against under the Contract Documents. Contractor shall also contractually require all Subcontractors and Sub-subcontractors to waive any and all rights of action or recovery against the Owner for any loss, liability, claim, expense, injury, or damage sustained in connection with the Project to the extent that such loss, liability, claim, expense, injury, or damage is insured against or required to be insured against under the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner's usual liability insurance.

§ 11.2.2 Property Insurance Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2.2.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.2.2 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles. Notwithstanding the preceding sentence, if the cause of any loss payment under such insurance is, in whole or in part, the fault or negligence of the Contractor, a Subcontractor, or a Sub-subcontractor, then the Contractor shall pay such deductible.

§ 11.2.2.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.2.2.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.3 Boiler and Machinery Insurance The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner shall be an additional insured.

§ 11.2.4 Loss of Use Insurance The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.2.4.1 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner may, in its discretion, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.2.4.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.2.4.3 Upon request by the Contractor, the Owner shall provide Contractor with a copy of each policy that includes the insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor waives all rights against (1) the Owner and its agents and employees, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent insurance proceeds are actually received under the property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work.

§ 11.3.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(Paragraphs deleted)

§ 11.4 The Owner shall have power to adjust and settle a loss with insurers. Any dispute over such settlement shall be addressed as a Claim under Article 15 herein.

§ 11.5 Performance Bond and Payment Bond

§ 11.5.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Such bonds shall be in the form specifically required in the Contract Documents.

- .1 All bonds provided pursuant to this Section 11.4.1 shall be issued by surety companies licensed to sell bonds in Pennsylvania and with a Financial Strength Rating of A- or better by A.M. Best as published in Best's Key Rating Guide.
- .2 All bonds furnished pursuant to this Section 11.4.1 shall be issued for a penal sum equal to the total contract price (including increases in the contract price after execution of the contract or subcontract) for the contract or subcontract to which the bonds apply.
- .3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety or sureties to affix thereto a certified and current copy of his power of attorney, indicating the monetary limit of such power.
- .4 Every bond furnished pursuant to this Section 11.4.1 must display the surety's bond number.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 11.5.3 The Contractor shall keep the surety informed of the progress of the Work, and obtain the surety's consent to, or waiver of any item required by the surety. The Owner may, in its sole discretion, communicate with the Surety concerning the Work and the Project.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, and any cost, loss or damages to the Owner (including any attorney's fees or consultant's fees) shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 For any Work corrected pursuant to this Article 12.2.2, the one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The interpretation of the Contract shall be governed by the laws of the Commonwealth of Pennsylvania. Further, any and all disputes arising out of or relating to the Contract shall be resolved pursuant to the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles or the conflicts of law principles of any other jurisdiction.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole or in part without written consent of the Owner, and any assignment without such consent, shall be void *ab initio*, and the Contract as a whole without written consent of the Owner. The Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Written Notice

All notices provided under or pursuant to the Contract Documents shall be in writing and shall be hand delivered, sent by overnight courier service, or sent by facsimile or email to the respective representatives of the Owner, the Contractor, and the Architect. All notices shall be deemed to have been given on the date received.

(Paragraphs deleted)

§ 13.4 Rights and Remedies

§ 13.4.1 Unless expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law or in equity.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 No provision contained in the Contract Documents shall create or give to third-parties any claim or right of action under the Contract Documents against the Owner, the Architect or the Contractor except as specifically provided herein.

(Paragraphs deleted)

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and the Owner, if it desires, may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after the parties execute the Agreement, except for tests, inspections, or approvals required because of an act or omission of the Contractor, a Subcontractor, or a Sub-subcontractor.

§ 13.5.1.1 The Owner shall provide the following testing services during construction:

- a. Soils compaction and suitability.
- b. Concrete.
- c. On-site steel inspections and testing.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval that was not required by the Contract Documents or by laws, statutes, ordinances, codes rule and regulations or lawful orders of public authorities at the time the Contractor executed its Agreement with the Owner, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and the Owner of when and where tests and inspections are to be made so that the Architect and the Owner, if it desires, may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense, except for tests, inspections, or approvals required because of an act or omission of the Contractor, a Subcontractor, or a Sub-subcontractor.

§ 13.5.3 If procedures for testing, inspection, or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 When Work has been installed contrary to any contract requirements and the Contractor is permitted by the Owner to test prior to correction of Work, such testing shall be done at the Contractor's expense.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with applicable law in this Commonwealth.

§ 13.8 WAIVER OF MECHANIC'S LIEN RIGHTS

The Contractor, hereby covenants and agrees that no mechanic's liens shall be filed or maintained by any Subcontractor, Sub-subcontractor, supplier, materialman, or any other person or entity acting through or under the Contractor for or on account of any work performed or materials or equipment supplied for the Project. Further, the Contractor hereby waives and relinquishes on behalf of any Subcontractor, Sub-subcontractor, supplier, materialman, or any other person or entity acting through or under the Contractor, any and all rights to file or maintain a mechanic's lien for or on account of any work performed or materials supplied for the Project. Accordingly, except for public projects where a payment bond is required, Contractor will execute and deliver to the Owner at the time of execution of the Agreement a waiver of mechanic's lien rights in a form acceptable to the Owner to be filed with the County Court of Common Pleas. Contractor shall also obtain and file waivers of mechanic's lien rights for all of its Subcontractors. In the event that a mechanic's lien is filed against the Project, the Project site, or any portion of thereof, the Contractor shall, at its sole cost and expense, cause the lien to be removed or bonded off within twenty (20) days of the date of the filing of the lien. In the event that the Contractor fails to cause the lien to be removed within the required time period, the Owner may cause the lien to be removed or bonded off and deduct the cost, including all attorneys' fees and associated costs, of removing or bonding off the lien from the Contract Sum and reduce the amount owed to the Contractor pursuant to the Architect's most recent Certificate for Payment. This Section shall survive termination of the Contract and final completion of the Project. The Contractor shall include a provision substantially similar to this Section 13.8 in all of its contracts with Subcontractors, suppliers, materialmen, or any other person or entity providing services, materials, or equipment for the Project, and shall require Subcontractors to include a provision substantially similar to this Section 13.8 in all of their contracts with Sub-subcontractors, suppliers, materialmen, or any other person or entity providing services, materials, or equipment for the Project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

(Paragraphs deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 fails to supply enough properly skilled workers or proper materials or fails to prosecute the Work promptly and diligently;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers or otherwise materially breaches its obligations to the Subcontractor under the Subcontract;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 fails to comply with the requirements regarding insurance set forth in Section 11.1;
- .5 files a mechanic's lien against the Project, the Project site, or any portion thereof, or fails to remove or bond off a mechanic's lien filed by a Subcontractor, Sub-subcontractor, supplier, materialman, or any other person or entity providing services, materials, or equipment for the Project;
- .6 makes a general assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, permits a receiver, trustee or custodian to be appointed on account of its insolvency, files a petition for relief under the federal Bankruptcy Code, or if a petition for relief is filed against the Contractor by its creditors under the federal Bankruptcy Code, such petition is not vacated within thirty (30) days of the filing of the petition;
- .7 knowingly submits any document to the Owner or the Architect that the Contractor knows is false or misleading;
- .8 fails to obtain any required performance and payment bonds; or
- .9 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to the terms of any performance bond:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient or as otherwise required pursuant to a performance bond. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for cause, after the Owner has completed the Project, and if the value of the Work satisfactorily completed and accepted as of the date of termination exceeds the amounts previously paid the Contractor plus all costs, expenses, fees, damages or other offsets, including, but not limited to attorneys' and consultants' fees, incurred by the Owner to complete the Project, the Contractor shall be paid any difference, upon consent of any surety.

§ 14.2.4 If the Owner's damages, including the cost of any Architect, attorney or consultant fees, arising from or caused by services and expenses by the termination of the Contractor for cause exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner within twenty (20) days of written demand therefore. This obligation for payment shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates the Contractor for cause, and if Contractor or surety challenges said termination, and if said termination is determined to be justified, in addition to and without prejudice to any other right or remedy which the Owner may obtain under the Contract Documents and pursuant to law, the Owner shall be entitled to payment by Contractor and surety of all reasonable attorney's fees, legal expenses, and legal costs incurred by the Owner. This provision does not create any right to the Contractor or surety or to any other person or entity for payment of their attorney's fees or legal costs or legal expenses.

§ 14.2.6 If it is determined in litigation that the termination under this Article 14.2 is deemed wrongful, the termination will be converted to and governed by Article 14.4, termination for convenience.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. If any, no adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor a Subcontractor, a Sub-subcontractor, or any other person or entity for which one of them is responsible; or
- .2 that an adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed as its sole remedy.

§14.4.4 Termination under this Section 14.4 does not constitute a waiver of any claim by the Owner, including, but not limited to, any claim that the Owner may have for Work that was not performed in accordance with the Contract Documents.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Contractor shall commence all Claims and causes of action arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, shall be initiated by written notice to the other party and to the Architect. Claims by the Contractor shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this Section 15. If a claim is reserved, the Resolution of Claims and Disputes procedures described in Section 15 of these General Conditions shall not commence until a written notice from the Contractor is received by the Architect and the Owner. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the Contractor that will facilitate prompt verification and evaluation of the Claim. Failure to initiate a Claim in accordance with this Section 15 shall result in an irrevocable waiver of the Claim.

(Paragraph deleted)

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments unrelated to the item in dispute in accordance with the Contract Documents.

(Paragraph deleted)

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. All Claims made by the Contractor for an increase in the Contract Time must be made in accordance with Section 15 and Articles 7 and 8 of the General Conditions, and the Contractor's failure to do so shall be an irrevocable waiver of any such Claim.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction during that period.

(Paragraphs deleted)

§ 15.1.7 Waiver of Claims for Consequential and/or Incidental Damages

The Contractor waives Claims against the Owner for consequential and/or incidental damages arising out of or relating to this Contract. This mutual waiver includes, but not limited to:

- .1 Consequential damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.
- .2 Incidental damages incurred by Contractor including, without limitation, cost resulting from stopping work, removing and transporting Contractor property (e.g. Contractor equipment, supplies and materials) from the Site, and storing Contractor's property (e.g. Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and incidental damages due to either party's termination in accordance with Article 14.

§ 15.2 Dispute Resolution

§ 15.2.1 Controversies and Claims. Any controversy, claim, suit, action or proceeding arising out of or related to the Contract, the Contract Documents or the breach thereof, or the Work of the Project, which is not resolved by Mediation pursuant to paragraph 15.2.2, shall be resolved through a non-jury trial proceedings exclusively in the Court of Common Pleas in and for the County of Lancaster, Commonwealth of Pennsylvania.

§ 15.2.2 Any claim, dispute, or other matter in question arising out of or related to the Contract, the Contract Documents, or the breach thereof, or the Work of the Project may proceed to mediation prior to the commencement of litigation pursuant to this paragraph, provided however, all involved parties agree to pursue mediation. In such event, the Owner shall have the right to consolidate a mediation conducted pursuant to this paragraph with any other mediation to which the Owner is a party pertaining to the Contract, Contract Documents, the Work or the Project, provided that, the mediations to be consolidated involve coming questions of law or fact.

§ 15.2.3 Waiver of Jury Trial. Owner and Contractor, for itself and each of its subcontractors, hereby (a) knowingly, voluntarily, and intentionally waive their right to a trial by jury in respect of any action or other legal proceeding arising out of or relating to the Contract Documents and (b) hereby agrees that all trials be heard by a judge sitting without a jury. Contractors shall include language to effectuate the intent of this paragraph to bind its subcontractors in any and all of its subcontractor agreements for this project.

(Paragraphs deleted)

§ 15.3 Claims Related To Project Delay, Acceleration, Hindrances, Loss Or Productivity Or Similar Damages

As explained in Subparagraphs 3.3.5, 6.1.3 and 8.3.3, the Contractor shall not pursue any claim for money damages against the Owner, the Architect, the Clerk-of-the-Works (or their respective directors, employees or agents) in the event of any project delay, acceleration, hindrances, loss or productivity or similar damages, but shall be entitled to pursue a claim or dispute resolution proceeding for money damages against any other responsible Contract or pursuant to this Article 15. Each Contractor acknowledges it may be subject to claims proceedings and dispute resolution proceedings brought by other Contractors for money damages as stated above, and expressly waives any privity of contract defense with regard to such proceedings. Each Contractor further agrees it will not bring the Owner, the Architect, the Clerk-of-Works (or their respective directors, employees or agents) into any such claim or dispute resolution proceedings as a party thereto, and will be subject to the indemnification provisions of Subparagraph 8.3.3 if it violates this commitment.

(Paragraphs deleted)

§ 15.4 Consolidation or Joinder

§ 15.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

(Paragraph deleted)

§ 15.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

(Paragraphs deleted)

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 61 13

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we,

_____, a

_____ as Principal,
(hereinafter called the "Principal"), and

_____, a

_____ as Surety,
(hereinafter called the "Surety"), are held and firmly bound unto the Boys and Girls Club of Lancaster (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinafter defined, in the sum of

_____ DOLLARS

(\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee is a "contracting body" under the provisions of Public Works Contractors' Bond Law of 1967, as amended (the "Act"); and

WHEREAS, The Principal intends to enter into an agreement dated _____, 20____ (the "Contract"), with Obligee for the _____,

_____ which Contract is by reference made a part of this Bond; and

WHEREAS, the Act requires that the Principal shall furnish this Bond to the Obligee before an award of the Contract shall be made to the Principal by the Obligee;

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal shall promptly make payment to all claimants as defined in the Act for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be interpreted and enforced in accordance with the Act and the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Lancaster County, Pennsylvania, Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue. The Principal and Surety further agree that all disputes shall be resolved by non-jury trial (and the Principal and Surety hereby waive any right to a jury trial) and that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.
2. The Surety hereby waives notice of and consents (a) to all alterations or amendments to the Contract and (b) to all extensions of time for performance of the Contract or other forbearance; and the Surety agrees that its obligations under this Bond shall not thereby be released or affected in any manner.
3. The Surety shall not be liable under this Payment Bond in the aggregate in excess of the sum above stated.

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

SIGNED and SEALED this _____ day of _____, 20_____.

(Principal)

BY _____

ATTEST:

Typed Name/Title

(Surety)

BY: _____
Attorney-in-fact

(Attach power of attorney)

END OF DOCUMENT

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 61 13.13

PERFORMANCE BOND

Bond No.: _____ Amount: \$ _____

_____, as principal (the "Contractor"), and

_____, as surety (the "Surety"), are firmly bound to

BOYS AND GIRLS CLUB OF LANCASTER

as obligee (hereinafter called the "Owner"), in the sum of _____ Dollars
(\$ _____), for the payment of which we bind ourselves, our heirs, executors, legal representatives,
successors and assigns, jointly and severally, by this Bond.

Background. The Contractor submitted to the Owner a bid (the "Bid") to perform certain Work for the Owner in connection with a project known as _____, such Work to be performed pursuant to plans, specifications and other related contract documents that are incorporated into the Bid by reference. The Bid and other contract documents shall be deemed a part hereof as fully as if set out herein, and shall together be referred to as the "Contract Documents." The Owner is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"). Under the Contract Documents, it is provided that if the Contractor shall furnish this Bond to the Owner, and if the Owner shall make an award to the Contractor in accordance with the Bid, then the Contractor and the Owner shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents. It is a condition of the Contract Documents that this Bond shall be furnished by the Contractor to the Owner.

NOW, THEREFORE, intending to be legally bound, the Contractor and Surety agree as follows:

1. The Contractor and the Surety, jointly and severally, bind themselves for performance of the obligations of the Contractor under the Agreement and other Contract Documents, and to all of the terms of this Performance Bond. The Contractor and Surety understand that time is of the essence in performing their respective obligations under the Contract Documents and this Bond.
2. The Contractor and Surety will be relieved of their obligations under this Bond if and when the Contractor shall perform all of its obligations under the Agreement and other Contract Documents in the manner provided therein, including the making of any payments due to the Owner and its employees, directors or agents, and the Contractor and the Surety shall perform all of their obligations under this Bond. This Bond shall remain in force and effect until all of the foregoing conditions are fulfilled.
3. If the Owner terminates its Agreement with the Contractor for cause pursuant to the Contract Documents or if the Contractor has abandoned its work in violation of the Contract Documents, the Surety will have the following rights and obligations:
 - a. As Option 1, the Surety shall fulfill the performance of all obligations of the Contractor under the Contract Documents and this Bond. Pursuant to Option 1, any replacement contractor retained by the Surety to fulfill the performance of the obligations of the Contractor must be qualified as a responsible contractor under Pennsylvania law, and the Surety shall not engage any replacement contractor that the Owner objects to in good faith as not qualifying as a responsible contractor under Pennsylvania law. The original Contractor shall not serve as the Surety's replacement contractor. The Surety shall provide the Owner, upon request, information on the pertinent qualifications of any proposed replacement contractor. The Owner will pay the unpaid contract price to the Surety as work progresses, under the payment terms of the Contract Documents.

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

b. As Option 2, the Surety may request to enter a written agreement with the Owner, pursuant to which the Owner shall complete all unfulfilled work of the Contractor pursuant to the Contract Documents, with reimbursement from Surety to Owner if the cost of finishing the work, together with all other expenses for which the Surety is liable, exceeds the unpaid balance to the Contractor under the Contract Documents. If the Surety wishes to make a request to the Owner pursuant to Option 2, it must do so within 30 days of receipt of written notice by the Owner that the Agreement with the Contractor has been terminated or that the Contractor has abandoned its work under the Contract Documents. The Owner shall be under no obligation to accept a request by the Surety to utilize Option 2, and if such a request is not timely made or is denied, the Surety shall proceed pursuant to Option 1.

4. Without limiting the obligations otherwise stated in this Bond, the Surety shall be liable under this Bond to pay the Owner the following to the extent the Contractor does not make such payment to the Owner: (a) any money the Contractor is obligated to pay the Owner under the Contract Documents, including any liquidated damages; and (b) any cost, expense, liability or damage incurred by the Owner (including any fees or costs of attorneys, architects, engineers, construction managers or other consultants) arising from (i) any default, failure or termination of the Contractor, (ii) the Owner's enforcement of Contractor or Surety obligations under this Bond, or (iii) any delay in performance of the Contractor's scope of Work caused by the Contractor or Surety that violates a project schedule approved pursuant to the Contract Documents, without regard to whether such delay occurs before or after commencement of the Surety's obligations pursuant to Paragraph 3 of this Performance Bond.

5. Amounts due and not paid to Owner when due under this Bond shall bear interest from the date the payment is due at the legal rate prevailing in Pennsylvania.

6. This Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Contractor and the Surety to the performance of the Contract Documents as so amended, and so as to increase the Bond amount by the increased contract price amount. The term "amendment," wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

7. The Contractor and the Surety agree that none of the following will in any way reduce the Surety's obligations under this Bond, and the Surety waives notice of any of the following: (1) any change, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder; (2) any extension of time; (3) any act of the forbearance of either the Contractor or the Owner toward the other; (4) any acceleration of payments to the Contractor resulting in payments to the Contractor of more than the amount to which the Contractor is entitled under the Contract Documents or in advance of the time required under the Contract Documents.

8. No settlement between the Owner and the Contractor shall abridge the right of any other beneficiary hereunder having a claim not yet asserted or satisfied.

9. Owner's acceptance of the Contractor's work under the Contract Documents or approval of final payment to the Contractor shall not terminate the performance obligations of Contractor and Surety under the Contract Documents and this Bond, and shall not waive any later claim for nonperformance.

10. Owner may at any time, but is not obligated to, notify Surety of Owner's concerns about Contractor performance, and send to Surety copies of any communication to Contractor.

11. This Bond shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, including the common law. Exclusive jurisdiction and venue for any litigation concerning this Bond shall exist in the Court of Common Pleas in the county in which the project is located. The Contractor and the Surety waive a jury trial in any such litigation.

12. This Bond is executed and delivered under the subject to the Act.

IN WITNESS WHEREOF, the Contractor and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20_____.

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

(Individual Contractor)

WITNESS:

_____(SEAL)
Signature of Individual Trading and Doing Business As

(Partnership Contractor)

WITNESS:

Name of Partnership

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

(Corporation Contractor)

ATTEST:

(Assistant) Secretary

(CORPORATE SEAL)

or (If Appropriate)

WITNESS:

Name of Corporation

By: _____
(Vice) President

Name of Corporation

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(Corporation Surety)

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

Name of Corporation

WITNESS:

**

Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation.

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

DOCUMENT 00 61 16 – RELEASE OF LIENS

The following Waiver of Rights to File Mechanic's Lien form is for use on this project.

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN

WHEREAS, _____, ENTERED INTO A CONTRACT WITH _____, TO PROVIDE MATERIALS AND PERFORM LABOR NECESSARY FOR CONSTRUCTION OF _____ UPON A LOT OF GROUND LOCATED AT _____.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN SAID PARTIES, AS PART OF THE SAID CONTRACT AND FOR THE CONSIDERATION THEREIN SET FORTH, THAT NEITHER THE UNDERSIGNED CONTRACTOR, ANY SUBCONTRACTOR OR MATERIAL MAN, NOR ANY OTHER PERSON FURNISHING LABOR OR MATERIALS TO THE SAID CONTRACTOR UNDER THIS CONTRACT SHALL FILE A LIEN, COMMONLY CALLED A MECHANIC'S LIEN, FOR WORK DONE OR MATERIALS FURNISHED TO THE SAID BUILDING OR ANY PART THEREOF.

THIS STIPULATION IS MADE AND INTENDED TO BE FILED WITH THE COUNTY PROTHONOTARY WITHIN TEN DAYS AFTER DATE, IN ACCORDANCE WITH THE REQUIREMENTS OF ACT OF ASSEMBLY OF PENNSYLVANIA, IN SUCH CASE PROVIDED.

IN WITNESS WHEREOF, THE SAID PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE _____ DAY OF _____.

CONTRACTOR
BY _____

OWNER
BY _____

ATTEST _____

ATTEST _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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				-								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address:

_____ Street Address 1

_____ Street Address 2

_____ City State Zip Code

Check one:

Contractor

Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, _____, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

Date of Signature

Printed Name: _____

Phone Number: _____ **Email:** _____

**24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster**

SECTION 01 10 00 – CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of Contract.
3. Work phases.
4. Use of premises.
5. Owner's occupancy requirements.
6. Work restrictions.
7. Specification formats and conventions.

- B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification:

1. Clubhouse Renovations Projects – ARPA Community Facilities – Boys and Girls Club of Lancaster

- a. Project Location: Hill Clubhouse, 116 S. Water Street Lancaster, PA 17603
McMurtrie Clubhouse, 335 Dauphin Street Lancaster, PA 17602
Walker Clubhouse, 229 W. Lemon Street Lancaster, PA 17603

- B. Owner: Boys and Girls Club of Lancaster
116 S. Water Street
Lancaster, PA 17603

- C. Architect: MAROTTA/MAIN ARCHITECTS
214 North Duke Street
Lancaster, PA 17602

- D. Project ShareFile: A Project ShareFile Site administered by the Architect will be used for purposes of managing communication and documents during the construction stage.

1.4 CONTRACT DESCRIPTION

Project consists of all materials, labor, supervision, temporary facilities and controls and all other work for the construction of interior restroom renovations – including general construction, mechanical, plumbing,

24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster

and electrical construction – and exterior improvements – including selective demolition, masonry, concrete ramp and entry with fencing, and roof replacement – as indicated on the Drawings and specified herein.

1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner.
- B. Concurrent Work: N/A
- C. Subsequent Work: N/A
- D. Owner will provide products indicated for installation by the Contractor:
 - 1. Salvaged plumbing fixtures.
 - 2. Salvaged toilet accessories.

1.6 TYPE OF CONTRACT

- A. Project will be a single prime contract as follows:
 - 1. General Construction Contract

1.7 WORK PHASES / PROJECT MILESTONES

- A. The Work shall be conducted continually in one phase.

Refer to specification section 00 31 13 – Preliminary Schedule – for milestone requirements.

1.8 PHASING / OWNER OCCUPANCY REQUIREMENTS

- A. Site Safety and Security:
 - 1. The area of construction and staging is to be fenced or partitioned off with temporary walls as noted in Section 015000 and be able to be locked and secured at the end of each work day.
 - 2. Note that emergency exiting of the occupied building is required. Clear pathways must be maintained to allow for emergency exiting throughout the timeline of the project; refer to existing exit locations on Building Code Analysis drawings. The Contractor shall provide signage and barriers in each area of construction and maintain and update throughout each phase of the project.

1.9 ACCESS TO SITE

- A. General: During the construction period, Contractor jointly shall have use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations limits of contract.

24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster

2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving all adjacent premises clear and available to Owner, neighborhood, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
3. Schedule deliveries to minimize use of shared driveways and entrances by construction operations.
4. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed during normal business working hours and as indicated by Local Authorities on Building Permit, except otherwise indicated.
 1. Weekend Hours: Work permitted as indicated on Building Permit and coordinated with the Owner.
 2. Early Morning / Late Night Hours: Work permitted as indicated on Building Permit and coordinated with the Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving adjacent facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner's Representative, Architect and Owner not less than two weeks in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to adjacent properties with Owner.
 1. Notify Architect and Owner not less than two weeks in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Employee Identification: If requested, provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- F. Employee Conduct:
 1. Controlled Substances: Use of tobacco products, alcohol, drugs, firearms and other controlled substances on the project site property is not permitted.
 2. No profanity or fighting.
 3. Shirts shall be worn at all times.
 4. Hard hats, safety glasses and ear protection as required by OSHA shall be utilized.
 5. Trash shall be cleaned up daily.

1.11 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

24-BGC-01 Clubhouse Renovations Projects
ARPA Community Facilities - Boys and Girls Club of Lancaster

2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	ARPA Community Facilities - Boys and Girls Club of Lancaster
General Description:	Interior restroom renovations – general construction, mechanical, plumbing, and electrical construction. Exterior improvements - selective demolition, masonry and concrete ramp and entry with fencing.
Project Locality	Lancaster, PA
Awarding Agency:	Boys and Girls Club of Lancaster
Contract Award Date:	11/14/2024
Serial Number:	24-08604
Project Classification:	Building/Highway
Determination Date:	9/24/2024
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Lancaster County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$35.06	\$17.72	\$52.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$36.56	\$17.72	\$54.28
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$34.05	\$21.25	\$55.30
Cement Masons	5/1/2024		\$35.00	\$21.30	\$56.30
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	9/1/2022		\$40.52	\$25.63	\$66.15
Electricians	9/1/2023		\$42.02	\$25.69	\$67.71
Electricians	9/2/2024		\$44.52	\$26.83	\$71.35
Elevator Constructor	1/1/2023		\$56.46	\$38.36	\$94.82
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Floor Coverer	5/1/2023		\$36.21	\$18.36	\$54.57
Floor Coverer	5/1/2024		\$37.64	\$18.36	\$56.00
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Glazier	5/1/2024		\$32.46	\$20.93	\$53.39

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		\$37.26	\$32.63	\$69.89
Laborers (Class 01 - See notes)	5/1/2023		\$23.26	\$18.03	\$41.29
Laborers (Class 02 - See notes)	5/1/2023		\$25.26	\$18.03	\$43.29
Laborers (Class 03 - See notes)	4/30/2023		\$26.47	\$18.22	\$44.69
Laborers (Class 04 - See notes)	4/30/2023		\$27.97	\$18.22	\$46.19
Laborers (Class 05 - See notes)	4/30/2023		\$28.47	\$18.22	\$46.69
Laborers (Class 06 - See notes)	5/1/2023		\$25.26	\$18.03	\$43.29
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01 - See Notes)	5/1/2024		\$43.73	\$30.08	\$73.81
Operators (Building, Class 01 - See Notes)	5/1/2025		\$44.89	\$30.92	\$75.81
Operators (Building, Class 01 - See Notes)	5/1/2026		\$46.05	\$31.76	\$77.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 01A - See Notes)	5/1/2024		\$45.98	\$30.74	\$76.72
Operators (Building, Class 01A - See Notes)	5/1/2025		\$47.14	\$31.58	\$78.72
Operators (Building, Class 01A - See Notes)	5/1/2026		\$48.30	\$32.42	\$80.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02 - See Notes)	5/1/2024		\$43.45	\$29.99	\$73.44
Operators (Building, Class 02 - See Notes)	5/1/2025		\$44.61	\$30.83	\$75.44
Operators (Building, Class 02 - See Notes)	5/1/2026		\$45.77	\$31.67	\$77.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 02A - See Notes)	5/1/2024		\$45.70	\$30.66	\$76.36
Operators (Building, Class 02A - See Notes)	5/1/2025		\$46.86	\$31.50	\$78.36
Operators (Building, Class 02A - See Notes)	5/1/2026		\$48.02	\$32.34	\$80.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 03 - See Notes)	5/1/2024		\$40.73	\$29.18	\$69.91
Operators (Building, Class 03 - See Notes)	5/1/2025		\$41.88	\$30.03	\$71.91
Operators (Building, Class 03 - See Notes)	5/1/2026		\$43.04	\$30.87	\$73.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 04 - See Notes)	5/1/2024		\$39.59	\$28.85	\$68.44
Operators (Building, Class 04 - See Notes)	5/1/2025		\$40.74	\$29.70	\$70.44
Operators (Building, Class 04 - See Notes)	5/1/2026		\$41.90	\$30.54	\$72.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 05 - See Notes)	5/1/2024		\$39.13	\$28.73	\$67.86
Operators (Building, Class 05 - See Notes)	5/1/2025		\$40.30	\$29.56	\$69.86

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 05 - See Notes)	5/1/2026		\$41.45	\$30.41	\$71.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 06 - See Notes)	5/1/2024		\$38.26	\$28.46	\$66.72
Operators (Building, Class 06 - See Notes)	5/1/2025		\$39.42	\$29.30	\$68.72
Operators (Building, Class 06 - See Notes)	5/1/2026		\$40.58	\$30.14	\$70.72
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07A- See Notes)	5/1/2024		\$53.10	\$34.27	\$87.37
Operators (Building, Class 07A- See Notes)	5/1/2025		\$54.56	\$35.21	\$89.77
Operators (Building, Class 07A- See Notes)	5/1/2026		\$56.03	\$36.14	\$92.17
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Operators (Building, Class 07B- See Notes)	5/1/2024		\$52.75	\$34.17	\$86.92
Operators (Building, Class 07B- See Notes)	5/1/2025		\$54.22	\$35.10	\$89.32
Operators (Building, Class 07B- See Notes)	5/1/2026		\$55.69	\$36.03	\$91.72
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter - Rodman II (Survey & Layout)	5/1/2016		\$18.69	\$13.83	\$32.52
Carpenter	5/1/2023		\$35.32	\$19.09	\$54.41
Carpenter	5/1/2024		\$36.12	\$19.79	\$55.91
Carpenter	5/1/2025		\$36.87	\$20.49	\$57.36
Carpenter	5/1/2026		\$37.63	\$21.18	\$58.81
Carpenter Welder	5/1/2023		\$36.07	\$19.09	\$55.16
Carpenter Welder	5/1/2024		\$36.87	\$19.79	\$56.66
Carpenter Welder	5/1/2025		\$37.62	\$20.49	\$58.11
Carpenter Welder	5/1/2026		\$38.38	\$21.18	\$59.56
Carpenters - Piledriver/Welder	1/1/2023		\$36.07	\$19.09	\$55.16
Carpenters - Piledriver/Welder	1/1/2024		\$36.87	\$19.79	\$56.66
Carpenters - Piledriver/Welder	1/1/2025		\$37.62	\$20.49	\$58.11
Carpenters - Piledriver/Welder	1/1/2026		\$38.38	\$21.18	\$59.56
Cement Finishers	1/1/2017		\$27.70	\$22.20	\$49.90
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		\$37.26	\$32.63	\$69.89
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Heavy, Class 01 - See Notes)	5/1/2023		\$41.14	\$28.82	\$69.96
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2023		\$43.39	\$29.48	\$72.87
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2023		\$40.86	\$28.73	\$69.59
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2023		\$43.11	\$29.40	\$72.51
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2023		\$37.95	\$27.86	\$65.81
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2023		\$36.80	\$27.54	\$64.34
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2023		\$36.35	\$27.41	\$63.76
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2023		\$35.48	\$27.14	\$62.62
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2023		\$49.93	\$32.83	\$82.76
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2023		\$49.58	\$32.73	\$82.31
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2023		\$40.25	\$28.55	\$68.80
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2023		\$42.50	\$29.23	\$71.73
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2023		\$39.08	\$28.20	\$67.28
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2023		\$38.39	\$27.99	\$66.38
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2023		\$37.94	\$27.86	\$65.80
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2023		\$37.42	\$27.72	\$65.14
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2023		\$40.48	\$28.62	\$69.10
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2023		\$42.73	\$29.28	\$72.01
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2023		\$48.86	\$32.51	\$81.37
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2023		\$47.44	\$32.10	\$79.54
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 24-08604 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 2 (see notes)	5/1/2024		\$29.72	\$18.08	\$47.80
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Painters Class 3 (see notes)	5/1/2024		\$35.47	\$18.08	\$53.55
Piledrivers	5/1/2023		\$35.32	\$19.09	\$54.41
Piledrivers	5/1/2024		\$36.12	\$19.79	\$55.91
Piledrivers	5/1/2025		\$36.87	\$20.49	\$57.36
Piledrivers	5/1/2026		\$37.63	\$21.18	\$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79

SECTION 01 21 00 – UNIT-COST ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Unit-cost allowances.
- C. Related Requirements:
 - 1. Section 01 22 00 "Unit Prices" for procedures for using unit prices.
 - 2. Section 01 26 00 "Contract Modifications" for procedures for submitting and handling change orders for allowances.
 - 3. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 4. Divisions 02 through 32 for items of work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

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- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 UNIT-COST ALLOWANCES

- A. Unit-Cost Allowances shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead, profit and bonds, and similar costs related to products and materials selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed. Otherwise, disposal of unused material is contractor's responsibility.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place based on the Unit Price listed for the actual quantity used in the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF UNIT-COST ALLOWANCES

- A. In accordance with the instructions specified in applicable Specification Sections and as may be further indicated on the Drawings, the Contractor responsible for the applicable allowance shall include the cost

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for the allowance (unit price multiplied by the allowance quantity) in the Base Bid. The allowance quantities listed shall be in addition to those required to complete the Work of the Contract and, consequently, the cost for the allowance shall be deducted from the Contract amount by change order if the corresponding allowance work is not required by actual conditions encountered.

- B. Refer to specification section 01 22 00 UNIT PRICES for descriptions of Unit Cost Allowances and quantities to be included in Base Bid Pricing.

END OF SECTION 01 21 00

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SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
 - 1. Section 01 21 00 "Unit-Cost Allowances".
 - 2. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 01 40 00 "Quality Requirements" for general testing and inspecting requirements.
 - 4. Divisions 02 through 32 Sections for items of work covered by Unit Prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for additional materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary labor and material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
 - 1. Unit Price must cover the entire cost of Work.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

1.5 PAYMENT

- A. Payment Includes: Full compensation for all required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; supervision, overhead and profit.

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- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Owner multiplied by the unit price for Work which is incorporated in or made necessary by the Work as adjusted as may be permitted under the requirements of this Section or other conditions of the Contract.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the sole opinion of the Owner, it is not practical to remove and replace the Work, the Owner will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new price at the discretion of the Owner
 - 2. The defective Work will be partially repaired to the instructions of the Owner, and the unit price will be adjusted to a new sum/price at the discretion of the Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of the Owner to assess the defect and identify payment adjustment is final.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. GENERAL CONSTRUCTION

- 1. Unit Price No. 9A - G.W.B. bulkhead
 - a. Description: provide additional bulkhead construction in accordance with detail 2/A6.1 as directed by the Architect.
 - b. Comply with requirements for Division 09 Sections 09 22 16 “non-structural metal framing” and 09 29 00 “gypsum board”
 - c. Allowance Quantity: In addition to bulkhead construction indicated within the Contract Documents, include 100 lineal feet of bulkhead construction in accordance with detail 2/A6.1 as directed by the Architect.

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2. Unit Price No. 9B - G.W.B. bulkhead
 - a. Description: provide additional bulkhead construction in accordance with detail 4/A6.1 as directed by the Architect.
 - b. Comply with requirements for Division 09 Sections 09 22 16 "non-structural metal framing" and 09 29 00 "gypsum board"
 - c. Allowance Quantity: In addition to bulkhead construction indicated within the Contract Documents, include 100 lineal feet of bulkhead construction in accordance with detail 4/A6.1 as directed by the Architect.

D. ELECTRICAL

1. Unit Price E1 – Duplex Receptacle & Wiring:
 - a. Description: Provide an additional duplex receptacle assembly. Include 20A, 120V duplex receptacle, backbox, cover plate, 3/4" conduit/raceway with 2 #12 conductors and 1 #12 ground wire to a point of authorized connection, necessary wall penetration cutting and patching, terminations and labeling. Perform in accordance with applicable Division 26 Sections and drawing requirements for similar work.
 - b. Unit of Measurement: Per assembly
 - c. Maximum Distance: 75'
 - d. Quantity Allowances: Include 6 assemblies
2. Unit Price E2 – Light Fixture & Wiring:
 - a. Description: Provide an additional light assembly, consisting of luminaire type F3 appropriate mounting equipment, 3/4" conduit with 2 #12 conductors and 1 #12 ground wire to a point of authorized connection, necessary wall penetration cutting and patching, terminations and connections. Perform in accordance with applicable Division 26 Sections and drawing requirements for similar work.
 - b. Unit of Measurement: Per assembly
 - c. Maximum Distance: 30'
 - d. Quantity Allowances: Include 8 assemblies.

E. EARTHWORK

1. Unit Price 31C – Unsuitable Soils
 - a. Description: removal and disposal of naturally occurring soils identified as unsuitable with compacted suitable soils or engineered fill materials from on or off site, and compaction of replacement materials.
 - b. Comply with requirements for Division 31.
 - c. Unit of Measurement: Per Cubic Yard
 - d. Allowance Quantity: In addition to the work shown on the drawings and specifications, provide an additional 30 cubic yards of removal and disposal of naturally occurring soils identified as unsuitable with compacted suitable soils or engineered fill materials from on or off site, and compaction of replacement materials.

END OF SECTION 01 22 00

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SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the gross addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate Bid No. 01A: Hill Clubhouse Scope
 - 1. Base Bid: Provide the work per all the Bid Documents.
 - 2. DEDUCT Bid: Provide the cost savings to eliminate all the work at the Hill Clubhouse.

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- B. Alternate Bid No. 01B: McMurtrie (SE) Clubhouse Scope
 - 1. Base Bid: Provide the work per all the Bid Documents.
 - 2. DEDUCT Bid: Provide the cost savings to eliminate all the work at the McMurtrie (SE) Clubhouse.

- C. Alternate Bid No. 07A: Roofing Replacement
 - 1. Base Bid: Provide EPDM roof replacement per the specifications and drawings for Jack Walker.
 - 2. DEDUCT Alternate Bid: Provide the cost savings to eliminate the roof replacement and associated work (mechanical and plumbing).

- D. Alternate Bid No. 09A: LVT Flooring Scope
 - 1. Base Bid: Provide LVT Flooring work as shown on the drawings
 - 2. DEDUCT Alternate Bid: Provide the added cost savings to eliminate the LVT flooring installation and VCT flooring demo at the Walker Clubhouse.

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
 - 1. Architect will consider requests for substitution if received within 10 days prior to receipt of Bids. Request received after that may be considered or rejected at discretion of Architect.
 - 2. Only substitutions for cause or Owner convenience will be considered subsequent to contract award.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 3. Divisions 02 through 32 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Owner through cost savings or reduced timeline.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form "PC/SR" provided in the Project Manual following this section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

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- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-NC.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

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1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience to Owner: Will be considered if contractor submits savings of cost or reduction of timeline to the Architect and the following requirements are met.
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

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SUBSTITUTION REQUEST

PROJECT: CLUBHOUSE RENOVATIONS PROJECTS – ARPA COMMUNITY FACILITIES – BOYS AND GIRLS CLUB OF LANCASTER

SUBSTITUTION REQUEST NUMBER: _____

TO: _____ FROM: _____

DATE: _____ A/E PROJECT NUMBER: 24-BGC-01

RE: _____ CONTRACT FOR: _____

SPECIFICATION TITLE: _____ DESCRIPTION: _____

SECTION: _____ PAGE: _____ ARTICLE/PARAGRAPH: _____

PROPOSED SUBSTITUTION: _____

MANUFACTURER: _____ ADDRESS: _____ PHONE: _____

TRADE NAME: _____ MODEL NO.: _____

INSTALLER: _____ ADDRESS: _____ PHONE: _____

HISTORY: New product 1-4 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product:

The Requested Substitution varies from the requirements of the plans, specifications and contract documents only in the following respects:

Point-by-point comparative data attached – REQUIRED BY A/E

Reason for not providing specified item:

Similar Installation:

Project:

Architect:

Address:

Owner:

Date Installed:

Proposed substitution affects other parts of Work: No Yes; explain

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

Contractor and Subcontractor request that Owner and Architect authorize the Requested Substitution described above. Contractor and Subcontractor, jointly and severally, make the following promises and representations about the Requested Substitution.

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.

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- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Errors, omissions or oversights by Owner or Architect in review of this request shall not be the basis for any claim or defense by the Contractor or Subcontractor.
- The Requested Substitution complies in all respects with all applicable building laws, codes and regulations.
- Contractor and Subcontractor have carefully evaluated the Authorized Substitution and have determined that it complies in all respects with all requirements of the plans, specifications and contract documents for the Project except as specifically noted herein or in any attached exhibit.
- Contractor and Subcontractor clearly understand that any authorizations to make the Requested Substitution will be based entirely on the promises and representations of Contractor and Subcontractor and will not permit, authorize or approve any deviation from the plans, specifications or contract documents except as specifically set forth herein or in any exhibit.
- Contractor and Subcontractor are completely and solely responsible for compliance of the Requested Substitution with all requirements of the plans, specifications and contract documents except as specifically set forth herein or in any attached exhibit.
- Contractor and Subcontractor expressly warrant that the Requested Substitution is merchantable and suitable for its intended purpose.

Submitted by: _____
Signed by: _____
Firm: _____
Address: _____
Telephone: _____
Attachments: _____

A/E'S REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____
Owner

Signed by: _____ Date: _____
Architect

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 5 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use "Proposal Worksheet Summary" and "Proposal Worksheet Detail". Sample copies are included in the Project Manual.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, bond, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use "Change Order Request (Proposal)" with "Proposal Worksheet Summary" and "Proposal Worksheet Detail". Sample copy is included in Project Manual.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Division 01 Section "Unit Cost Allowances" for unit cost allowances to be included.
 - 3. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 5. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect within 21 days of NTP but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work; provide sub-schedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item broken down by Labor, Materials and Equipment for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.

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- b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide at a minimum, separate line items for each material within each building system and as defined within the specifications.
 5. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 - a. Site Construction: Division 31 through 32.
 - b. Building Construction: Divisions 01 through 30.
 - c. Include separate line items under principal subcontracts for project closeout requirements to include:
 - 1) Operation & Maintenance Manuals
 - 2) Punch List Activities
 - 3) Record Documents
 - 4) Demonstration & Training

in an amount totaling a minimum of five percent of the Contract Sum and subcontract amount.
 6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 7. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance.
 8. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the schedule of values.

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10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Refer to article 9 of A201.
 1. Submit draft copy of Application for Payment ten days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, acknowledgement of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Partial Release: With each Application for Payment, submit executed Owner's form of Partial Release for the construction period covered by the application.
 1. Submit partial release on each item for amount requested in previous application, before deduction for retainage, on each item.
 2. Owner reserves the right to designate which entities involved in the Work must submit release.

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- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors: Submit within 7 days of Notice to Proceed.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal sub-contractors.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.
- K. Owner Approval: The Owner must approve all payment applications prior to payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Within (14) calendar days of NTP, prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 5 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
- C. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

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1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

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1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect and Construction Manager.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor Representative Name.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form bound in Project Manual or Software-generated form with substantially the same content as indicated above, acceptable to Architect. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals or approval of substitutions.
 - b. Requests for approval of Contractor's means and methods.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Project Manager in writing within (5) five days of receipt of the RFI response.
- 1.6 PROJECT MEETINGS
- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

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1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Coordinate with Owner, Project Manager and Architect proposed meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: General Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Project Manager, and Architect, within (3) three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner, Project Manager and Architect, but no later than (15) fifteen days after Notice to Proceed.
1. Purpose of the conference is to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Project Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress. Architect to provide agenda.
- C. Pre-installation Conferences: Prime Contractors shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise all parties of meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Responsible Contractor shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Responsible Contractor shall report and distribute minutes of the meeting to each party present and to other parties requiring information.
- D. Progress Meetings: The Architect or Owner's Representative will conduct progress meetings at bi-weekly intervals.

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1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority, Project Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule:
 - 1) Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 2) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 4. Minutes: The Architect or Owner's Representative will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: The General Contractor shall revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with each meeting.
- E. Coordination Meetings: The General Contractor shall conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner, Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

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- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: General Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00



MAROTTA/MAIN
ARCHITECTS

RFI – REQUEST FOR INFORMATION

PROJECT NAME: Clubhouse Renovations Projects –

DATE:

ARPA Community Facilities –

E-MAIL:

Boys and Girls Club of Lancaster

PHONE:

MAROTTA / MAIN ARCHITECTS NO.: 24-BGC-01

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

REQUEST FOR INFORMATION:

RESPONSE:

Response From: _____

Date Returned: _____

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's construction schedule.
 2. Construction schedule updating reports.
 3. Daily construction reports.
 4. Material location reports.
 5. Site condition reports.
 6. Special reports.
- B. Related Requirements:
1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
 2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

- A. Submittals Schedule: Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

1.4 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

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1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages and interim milestones.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. The Project Coordinator / General Contractor is responsible to prepare and maintain the project schedule. All other Prime contractors shall cooperate with the Project Coordinator by providing information requested within one business day regarding their activities or activities of their sub-contractors
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first sixty (60) days of construction. List those required to maintain orderly progress of the Work.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

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- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than (10) ten days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow no fewer than (10) ten days for Architect's, Owner's Representative administrative procedures necessary for certification of Substantial Completion.
 4. Notwithstanding the discussion and definition of float elsewhere in Specification Section 01 32 00, Contractors understand that it is likely that some unforeseen conditions may be encountered at the site due to the conditions, age of the building and the fact that this project includes renovation work. Therefore, Contractors shall develop and organize the Contractor's Construction Schedule by including (within the Contract Duration to the final substantial completion) 21 calendar days of Owner "float" for such concealed or unknown conditions.
 5. Punch List and Final Completion: Include not more than (30) thirty days for completion of punch list items and final completion.
 6. Code inspections: Include no fewer than (5) five calendar days for code inspections.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing schedules.
 - b. Limitations of adjacent occupancies.
 - c. Uninterruptible services.
 - d. Use of premises restrictions.
 - e. Seasonal variations.
 - f. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Utility connections.
 - b. Subcontract awards.
 - c. Submittals.
 - d. Purchases.
 - e. Mockups.
 - f. Fabrication.
 - g. Sample testing.
 - h. Deliveries.
 - i. Installation.
 - j. Tests and inspections.
 - k. Adjusting.
 - l. Curing.
 - m. Commissioning.
 - n. Startup and placement into final use and operation.
 5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

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- a. Installation of erosion and sedimentation facilities.
 - b. Preparation of building pad.
 - c. Structural completion.
 - d. Temporary enclosure and space conditioning.
 - e. Permanent space enclosure.
 - f. Completion of mechanical installation.
 - g. Completion of electrical installation.
 - h. Substantial Completion for each phase of construction.
 - i. Milestones as identified in specification section 00 31 13.
6. Other Constraints: Inspectors of local and state agencies and authorities.
- D. Milestones: Include milestones indicated in the Contract Documents in Section 00 31 13 "Preliminary Schedule" in addition to the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is (14) fourteen or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- A. Bar Chart Schedule: Prepare Contractor's construction schedule using a bar chart schedule.
- 2.4 REPORTS
- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Unusual events (see special reports).
 9. Stoppages, delays, shortages, and losses.
 10. Meter readings and similar recordings.
 11. Emergency procedures.
 12. Orders and requests of authorities having jurisdiction.
 13. Change Orders received and implemented.
 14. Construction Directives received and implemented.
 15. Services connected and disconnected.
 16. Equipment or system tests and startups.
 17. Partial completions and occupancies.
 18. Substantial Completions authorized.

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- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, Owner's Commissioning Authority separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 6. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 7. Division 01 Section "Product Requirements" for product delivery, storage, handling and submission of warranties.
 - 8. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 9. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 10. Divisions 02 through 32 Sections for specific requirements for submittals in those Sections.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: At Contractor's written request, electronic copies of the Revit file of the Contract Drawings will be provided by Architect for Contractor's use in preparing backgrounds only.
 - 1. Contractor shall be responsible to confirm dimensions as measured in the field or as provided by the Manufacturer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

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- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow ten (10) ten business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow ten (10) ten business days for review of each re-submittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow fifteen (15) fifteen business days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow fifteen (15) fifteen business days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
 6. Submit samples, chips, charts for materials and products for which color, pattern, and texture of other characteristics are required to be selected, including items where color is specified. All color submittals will be required before any color selections will be approved, in order to ensure color integrity for the entire project. Approval for color selections may take up to 30 days after all samples are received.
 7. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
 8. All submittals shall be submitted no later than 45 calendar days after NTP.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number as a prefix in the name.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.

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- b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with "Reviewed" or "Reviewed as Noted" from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals that are marked with "Reviewed" or "Reviewed as Noted" from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit pdf files.
 2. Informational Submittals: Submit pdf files.
 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

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1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations
 - b. Manufacturer's installation instructions.
 - c. Manufacturer's catalog cuts.
 - d. Manufacturer's product specifications.
 - e. Standard color charts.
 - f. Statement of compliance with specified referenced standards.
 - g. Testing by recognized testing agency.
 - h. Application of testing agency labels and seals.
 - i. Notation of coordination requirements.
 - j. Mill reports.
 - k. Standard product operation and maintenance manuals.
 - l. Compliance with specified referenced standards.
 - m. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in Electronic PDF format:
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions
 - b. Identification of products.
 - c. Fabrications and installation drawings.
 - d. Schedules.
 - e. Compliance with specified standards.
 - f. Roughing-in and setting diagrams.
 - g. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - h. Shopwork manufacturing instructions.
 - i. Templates and patterns.
 - j. Design calculations.
 - k. Wiring Diagrams: Differentiate between manufacturer-installed and field-stalled.
 - l. Notation of coordination requirements.
 - m. Notation of dimensions established by field measurement.
 - n. Relationship and attachment to adjoining construction clearly indicated.
 - o. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in electronic PDF format.
 3. Record Submittal: Following final approval of each submittal, email pdf of approved submission to project manager.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

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1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in Electronic PDF format.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

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- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Z. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

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1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

AA. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

BB. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

CC. Safety Data Sheets (SDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include SDSs and will return the entire submittal for re-submittal.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit electronic pdf copy of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

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- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Reviewed: Where submittals are marked "Reviewed," action constitutes the Architect's Final Unrestricted Release. The Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - 2. Reviewed as Noted: When submittals are marked "Reviewed as Noted," action constitutes the Architect's Final-but-Restricted Release. The Work covered by the submittal may proceed provided it complies with both the Architect's notations and corrections on the submittal and the requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - 3. Revise and Resubmit: When submittal is marked "Revise and Resubmit," action constitutes the Architect's decision to require re-submittal. Do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the Architect's notations. Resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project Site or elsewhere where construction is in progress.
 - 4. Color Notification:
 - 5. Rejected:
 - 6. Returned without Review:
 - 7. Other Action: Where a submittal is primarily for information or record purposes or for special processing or other contractor activity, the submittal will be returned, marked "Action Not Required."
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. The Contractor is responsible to coordinate testing agency's activities. Field quality control testing will be performed by Owner hired testing agency, all other testing is the responsibility of the prime contractor.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Execution" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 32 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
 - 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
 - 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- B. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
 - 1. Contractor Shall Provide

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- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
 - 1. Contractor Shall Provide
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
 - 1. Contractor Shall Provide
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
 - 1. Owner hired Testing Agency shall provide testing on soils. Contractors shall provide all other Field Quality Control Testing.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.

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1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Where quality-control services are indicated to be provided by contractor, engage a qualified testing agency to perform these services.
 - 1. Owner provided testing is limited to soil compaction tests required in areas of new construction.
- B. Provide quality-control services specified and those required by authorities having jurisdiction. Contractor shall perform all quality-control services required by authorities having jurisdiction, whether specified or not.
 - 1. Engage a qualified testing agency to perform these quality-control services.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

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1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work. Submit in electronic pdf format.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: The Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

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3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, to include a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

1.10 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.

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- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect five (5) days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow five (5) days for initial review and each re-review of each mockup.
 - b. Coordinate construction of mock-up with progress meetings.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 33.

1.11 QUALITY CONTROL

- A. Contractor Responsibilities: Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are not indicated as Owner's responsibility, engage a qualified testing agency to perform these quality-control services.
 3. Notify testing agencies at least twenty-four 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - a. Contractor shall not engage same entity as Owner, unless agreed to in writing by the Owner.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

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- B. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- C. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. **Retesting/Re-inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
 - 1. **Distribution:** Distribute schedule to Owner, Architect, Project Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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1.12 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: The Owner will employ a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, to include a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and re-inspecting corrected work.
- B. Owner shall provide testing services for soil testing and inspection.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Section 01 10 00 "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Section 01 33 00 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Section 01 73 00 "Execution Requirements" for progress cleaning requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Installation and removal of and any applicable use charges (if required in addition to extension of existing services) for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Owner's Project Manager, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from existing water system is available for use. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from existing system is available for use. Provide connections and extensions of services as required for construction operations.
- D. Fire Safety: General Contractor shall provide and manage fire prevention program.

1.5 INFORMATIONAL SUBMITTALS

- A. Site Plan: General Contractor shall prepare and show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel. Plan must coordinate with land development plans and phasing and be approved by the Owner prior to implementation. The site staging plan shall be submitted for Owner review (5) five days min. prior to pre-construction conference.

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- B. Erosion- and Sedimentation-Control Plan: General Contractor shall prepare and show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: General Contractor shall show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Each Prime Contractor shall describe procedures and controls for protecting materials and construction from water absorption and damages.
 - 1. Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use in areas adjacent to occupied portions of site, including proposed equipment locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Including the following:
 - 1. Waste handling procedures.
 - 2. Dust-control measures.
 - 3. Should dust mitigation efforts be required by the Lancaster County Dept. of Health and testing is required, the Contractor shall be responsible for the cost of said mitigation, testing, future inspections or any imposed fees or fines.
- F. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1. In case of a conflict, the most stringent applies or as interpreted by the Code Administrator for the project.

1.7 PROJECT CONDITIONS

- A. Temporary Utilities: At Substantial Completion and when acceptable to the Owner, Architect, Engineers and Prime Contractors, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities: Prime Contractors shall engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
 - 2. Permanent Facilities Permitted for Temporary Use:
 - a. Power Distribution System, subject to use that does not overload system.
 - b. Water Distribution System, only from janitor's closets and mechanical rooms.

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- c. Permanent Lighting, only after completion of painting.
- d. No other permanent facilities are permitted to be used.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

- 1. Keep temporary services and facilities clean and neat.
- 2. Relocate temporary services and facilities as required by progress of the Work.

1.8 SEQUENCING

A. Obtain permits for and install temporary project identification signs no later than 15 days after notice to proceed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Pavement: Comply with Division 32 pavement Sections.
- C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."
- D. Paint: Comply with requirements in Division 09 painting Sections.
- E. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- F. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 8 feet (2.4 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.
- G. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils (0.25 mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- H. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- I. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- J. Water: Potable.

2.2 TEMPORARY FACILITIES

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Toilet unit shall be cleaned no less than weekly. Provide hand sanitizer as required.

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- C. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- D. Internet/E-Mail Access: Provide at least one member of contractors' management team, in addition to the Site Superintendent, actively working on this project with e-mail address and internet access.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use qualified personnel for installation of temporary facilities.
- B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 01 12 00 "Multiple Contract Summary."
- C. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Parking: Limited parking is available onsite.
- B. De-watering Facilities and Drains: Provide Dewatering Facilities and Drains. Comply with requirements of authorities having jurisdiction along with Section 31 25 00 "Sedimentation and Erosion Control Systems". Maintain Project site, excavations, and construction free of water.
 - 1. Comply with regulations and responsibilities defined by the Erosion and Sedimentation Pollution Control permit. Fines associated with violations of permit shall be paid by the Contractor, and shall be at no cost to Owner.
 - 2. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
 - 3. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
 - 4. Remove snow and ice as required to minimize accumulations.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Section 01 73 03 "Execution Requirements" and Section 01 74 19 "Construction Waste Management and Disposal" for progress cleaning requirements.
 - 1. Contractor shall collect waste created by the activities from construction areas and elsewhere daily.
 - 2. The General Contractor is responsible for the overall condition of the Project Site.
 - 3. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
 - 4. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F . Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
 - 5. After floor slabs have been poured, maintain in a broom clean condition for remainder of project.
 - 6. Clean existing paved roadways, drives and paving areas daily of construction debris, dirt and mud.
 - 7. Clean site area outside of construction fences daily of wind blown wrappers, papers and other construction debris.

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- D. Storage and Fabrication Sheds: None will be permissible onsite due to space constraints.
- E. Lifts and Hoists: Each Prime Contractor shall provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Other Construction Aids: Provide construction aids and miscellaneous facilities, such as scaffolds, platforms, swing stages, ramps and bridges, incidental sheeting and shoring, and demolition waste chutes to suit project conditions.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project Site.
 - 1. Comply with work restrictions specified in Section 01 10 00 "Summary".
- C. Temporary Erosion and Sedimentation Control: Comply with the approved plans and requirements as well as on-site direction from authorities having jurisdiction. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways.
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Snow Removal: General Contractor shall provide snow removal services. Remove snow from temporary and permanent access road, construction trailers and from construction work areas as necessary to not delay construction operation.
- E. Shoring and Bracing: General Contractor shall provide temporary shoring and bracing. Provide temporary shoring and bracing for completed or partially completed construction as may be required due to contractor method of construction, type of construction or site conditions as specified in Division 31.
- F. Pest Control: General Contractor shall provide Temporary Pest Control. Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- G. Site Enclosure Fence: Before construction operations begin, General Contractor shall install chain-link enclosure fence with lockable entrance gates. Locate to enclose the entire construction site. Review location with Architect, Owner and Owner's Representative.

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1. Enclose the project site to accommodate construction operations to include areas of storage, staging and parking. Install in a manner that will prevent general public, dogs, and other animals from easily entering site except by entrance gates.
 2. Provide open mesh, chain link fencing at least 72 inches in height.
 3. Set fence posts in compacted mixture of gravel and earth or concrete blocks.
 4. Verify location of fence with Architect, Owner and Owner's Representative prior to installation.
 5. Provide gates in sizes and at locations necessary to accommodate delivery vehicles.
 6. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with two sets of keys.
 7. The Contractor for the General Construction shall be responsible for maintenance of the Construction Fence throughout the Project.
- H. Temporary Egress: Maintain temporary egress as required by authorities having jurisdiction.
- I. Security Enclosure and Lockup: General Contractor shall install substantial temporary enclosure around areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, the General contractor shall provide a secure lockup. The General Contractor shall enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
 2. The Contractor for the General Construction shall open and secure all construction areas, gates, windows and hatches at the start and close of each work day.
 3. The Owner assumes no risk or obligations for the Contractor's failure to secure or protect the Project Site throughout the course of construction.
- J. Barricades, Warning Signs, and Lights: General Contractor shall provide Temporary Barricades, Warning Signs, and Lights. Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
1. For safety barriers, and similar uses, provide minimum 5/8-inch- thick exterior plywood.
- K. Temporary Partitions: General Contractor shall provide floor-to-deck dustproof partitions to limit dust and dirt migration into portions of building which are substantially complete to accommodate contractor's staging plans.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
 2. Seal joints and perimeter. Provide gasketed dust-proof doors where openings are required.
 3. Protect air-handling equipment.
 4. Provide walk-off mats at each entrance through temporary partition.
 5. Weatherstrip exterior openings.
- L. Temporary Fire Protection: General Contractor shall provide temporary fire protection. Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10, "Standard for Portable Fire Extinguishers," and NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices & Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.

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- b. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
6. Prohibit smoking on Project Site.
 - a. Project site is a Smoke Free Zone.
7. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Each Prime Contractor shall avoid trapping water in their own respective finished work. Document visible signs of mold that may appear during construction.
 1. Should mold mitigation efforts be required by the Lancaster County Dept. of Health and testing is required, that the Contractor is responsible for the cost of said mitigation, testing, future inspections or any imposed fees or fines.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full e
- D. Enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- E. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use of permanent HVAC system to control humidity is prohibited.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

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- a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for forty-eight (48) hours shall be considered defective.
- b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record daily readings over a forty-eight hour period. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
- c. Remove materials that cannot be completely restored to their manufactured moisture level within forty-eight (48) hours.

3.5 TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 2. All temporary facilities required for construction shall be uninterrupted, supplied and available on a 24 hour a day basis, seven days a week, regardless of scheduled construction activities.
 3. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for use of permanent fire protection, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
 3. At Substantial Completion of each Phase, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Section 01 77 00 "Closeout Procedures."
 - a. The Contractor shall replace air filters and clean equipment and inside of ductwork and housings.
 - b. The Contractor shall replace significantly worn parts and parts subject to unusual operating conditions.
 - c. The Contractor shall replace lamps burned out or noticeably dimmed by hours of use.

3.6 OPERATION OF EQUIPMENT:

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

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- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Clean all systems and equipment prior to initial operation for testing, balancing, or other purposes. Lubricate, adjust, and test all equipment in accordance with manufacturer's instructions. Do not operate equipment unless all proper safety devices or controls are operational. Provide all maintenance and service for equipment that is authorized for operation during construction.
- D. Provide the services of the manufacturer's factory-trained servicemen or technicians to start up the equipment.
- E. Upon completion of work, clean and restore all equipment to new conditions; replace expendable items such as filters, blowdown all strainers, etc.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Allowances" for products selected under an alternate.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 4. Division 01 Section "References" for applicable industry standards for products specified.
 - 5. Division 01 Section "Submittal Procedures" for submission of shop drawings, product data, samples and other submittals.
 - 6. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 7. Division 02 Section through 32 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

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1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within ten (10) days of receipt of request, or five (5) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

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5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 02 through 33. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 01 Section "Closeout Procedures."
- D. The warranty period on systems or equipment shall begin at date of Substantial Completion in part or whole. Contractor shall make provisions as required to extend the manufacturer's warranty from time of initial operation of systems or equipment until Substantial Completion is given in writing.
- E. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample" Architect will make selection.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

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7. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, following bidding unless addressed by Division 01, Section "Substitution Procedures".
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturer's listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 8. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

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2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

- 1. Construction layout.
- 2. Field engineering and surveying.
- 3. Installation of the Work.
- 4. Coordination of Owner-installed products.
- 5. Progress cleaning.
- 6. Starting and adjusting.
- 7. Protection of installed construction.
- 8. Correction of the Work.

- B. Related Sections:

- 1. Section 01 10 00 "Summary" for limits on use of project site.
- 2. Section 01 31 00 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
- 3. Section 01 33 00 "Submittal Procedures" for submitting surveys.
- 4. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- B. Certified Surveys: Submit four (4) copies signed by land surveyor or professional engineer. In addition, provide electronic pdf file.
- C. Final Property Survey: Submit one (1) copy showing the Work performed and record survey data. In addition, provide electronic pdf and ACAD files.

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1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS (NONE REQUIRED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. If required, each Prime Contractor is responsible for their own cutting and patching. Permission from Owner and Architect is required.
- B. Temporary: Provide temporary support of Work to be cut.

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- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas
- E. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- F. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- G. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- H. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
 - 1. Verify alignment of existing finished floor elevations with new construction.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Owner.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

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- B. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 108 inches in occupied spaces and 92 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

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- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Since this project is new construction, the Architect's expectations for cutting and patching is limited to rework.
- B. Cutting and Patching, General: Employ skilled workers to perform cutting and patching when approved by Architect. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Each Contractor is responsible for all cutting and patching required for operations and installations within their respective scope(s) of work.
 - 2. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- C. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- D. Temporary Support: Provide temporary support of work to be cut.
- E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- F. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, notify Owner and Architect at least 2 weeks in advance.
- G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- H. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. Review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

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2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Coordinate construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.

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- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal"
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.9 STARTING AND ADJUSTING
- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
 - B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
 - C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."
- 3.10 PROTECTION OF INSTALLED CONSTRUCTION
- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
 - B. Comply with manufacturer's written instructions for temperature and relative humidity.
- 3.11 CORRECTION OF THE WORK
- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

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1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Hazardous-free materials certification.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Temporary Facilities and Controls" for progress and final cleaning.
 - 3. Division 01 Section "Execution" for progress cleaning of Project site.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 7. Divisions 02 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 CLOSEOUT PROCEDURES

- A. Completion of the Work specified herein is a condition precedent to approval of the Final Payment by Owner.
- B. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner review for acceptance.
- C. Provide submittals to Owner required by individual specification sections, governing regulations or other authorities having jurisdiction.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment and observation by Owner.

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- B. Clean area within contract limits including surfaces exposed to view; remove debris, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean existing constructed elements, equipment and fixtures to condition prior to beginning Work with cleaning materials and methods appropriate to the surface and material being cleaned.
- D. Clean new Work in accordance with Product manufacturer instructions and recommendations.
- E. Provide additional cleaning as required within individual specification sections.
- F. Remove waste and surplus materials, rubbish, and construction facilities. Dispose of in a legal manner.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of cleaning of existing equipment and utilities used during construction.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Any costs for re-inspection(s) shall be the responsibility of the Contractor.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

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1.7 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Any costs for re-inspection(s) shall be the responsibility of the Contractor.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.9 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
1. Provide three (3) notarized copies.
 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
 3. Provide Table of Contents and assemble in three ring binder with durable plastic cover.
 4. Submit prior to final Application for Payment.
 5. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- B. Partial Occupancy: For phased construction, submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

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- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to be included in operation and maintenance manuals.

1.10 HAZARDOUS-FREE MATERIALS CERTIFICATION

- A. Upon completion of project, Contractor shall deliver to the Owner three (3) copies of a notarized letter on Contractor's letterhead addressed to the Owner certifying that to the best of the Contractor's knowledge all products provided for incorporation into this project do not contain any hazardous materials exceeding current EPA guidelines.
- B. It is the responsibility of the Contractor to review "Manufacturer's Safety Data Sheets" (MSDS) on all products to ascertain compliance with EPA guidelines prior to shop drawing submission to the Owner. Incorporation of products into the project without the submission of shop drawings or samples to the Owner will indicate that the Contractor has ascertained that the products meet EPA limits.
- C. It is the responsibility of the Contractor to notify the Owner in writing of the lack of compliance of a product with EPA guidelines prior to ordering or incorporating any products into this Project.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Spare Parts and Maintenance Materials: Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
 - 1. Deliver to Project site and place in location as directed. Furnish extra materials and parts as indicated within the respective specification sections. Obtain receipt from Owner upon delivery and placement and prior to final payment.
- B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

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PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions. Final cleaning shall be provided for each phase of construction prior to substantial completion.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for each portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy

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starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls" and Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 01 77 00



Knowledge for Creating
and Sustaining
the Built Environment

PUNCH LIST

Project: _____ From (A/E): _____

To (Contractor): _____ Site Visit Date: _____

A/E Project Number: _____

Contract For: _____

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check
DRAFT					

Attachments

Signed by: _____

Date: _____

Copies: Owner Consultants _____ _____ _____ _____ File

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and SUMMARY
- B. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- C. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 3. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 5. Divisions 02 through 32 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. Two (2) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return one (1) copy.
- C. Initial Manual Submittal: Submit two (2) draft copies of each manual at least thirty 30 days before commencing demonstration and training. Include a complete operation and maintenance directory. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form at least fifteen (15) days prior to requesting final inspection an Architect will return copy with comments within 21 days after final inspection.

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1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments.

1.3 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- D. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Submit data on 8-1/2 x 11 inch text pages, bound in "D" side ring binder(s) with durable plastic covers.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- C. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect.

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7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 8. Cross-reference to related systems in other operation and maintenance manuals.
- D. Directory Page: listing names, addresses, and telephone numbers of Owner, Contractor, Subcontractors, and major equipment suppliers. Include for all mechanical and electrical equipment a compilation of the nameplate data for equipment; name, address and phone number of nearest distributor; name, address and phone number of nearest service organization.
- E. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- F. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- G. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.
- H. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

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- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.

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3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Parts list for each component.
3. Manufacturer's name.
4. Color, pattern, and texture.
5. Material and chemical composition.
6. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

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2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Maintenance instructions for equipment and systems.
 - 5. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 6. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 7. Aligning, adjusting, and checking instructions.
 - 8. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

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PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Submit 1 draft copy of completed volume(s) 15 days prior to final inspection. These copies will be reviewed and returned after final inspection, with Owner/Engineer comments. Revise content of all document sets as required prior to final submission.
- B. Submit two (2) copies of revised final volumes, within 10 days after final inspection.
- C. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- D. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- E. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- F. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- G. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- I. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

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SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
1. Marked-up copies of Contract Drawings.
 2. Marked-up copies of Shop Drawings.
 3. Marked-up copies of Specifications, addenda, and Change Orders.
 4. Marked-up Product Data submittals.
 5. Record Samples.
 6. Field records for variable and concealed conditions.
 7. Record information on Work that is recorded only schematically.
 8. Record Drawings, to include scanned digital format.
 9. Record Specifications, to include scanned digital format.
 10. Record product Data, to include scanned digital format.
- B. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and Samples available at all times for the Architect's inspections.
- C. Related Sections:
1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 3. Divisions 02 through 32 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one paper copy set of marked-up record prints. Architect will indicate whether general scope of changes, additional information recorded, are inclusive. All revisions shall be highlighted in a bubble.
 - b. Final Submittal: Submit two paper copies set of marked-up record prints incorporating all project changes. In addition, provide electronic pdf file of record drawings. All revisions shall be highlighted in a bubble.
- B. Record Specifications: Submit electronic pdf file of Project's Specifications, including addenda and contract modifications.
- C. Operations and Maintenance (O&M) Data: Submit electronic pdf file of O&M data.

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- D. Record Product Data: Submit electronic pdf file of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- E. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit electronic pdf file of each submittal.
- F. Reports: Submit written report indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.
- G. Store record documents separate from documents used for construction reference.
- H. Record information within Record Documents concurrent with construction progress.
- I. Submit documents to Architect with final Application for Payment. Failure to submit will result in withholding Application for Payment.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Maintain on site, one set of Record Documents which shall include Contract Drawings, Specifications, Addenda, Change Orders and other Contract modification documents, reviewed Shop Drawings, Product Data, Samples, Manufacturer's instruction for assembly, installation, and adjusting.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Field changes of dimension and detail.
 - b. Measure depths of foundations in relation to finish floor/grade.
 - c. Revisions to details shown on Drawings.
 - d. Depths of foundations below first floor.
 - e. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements within contract limit lines.
 - f. Revisions to routing of piping and conduits.
 - g. Revisions to electrical circuitry.
 - h. Actual equipment locations.
 - i. Duct size and routing.
 - j. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - k. Changes made by Change Order or Change Directive.
 - l. Changes made following Architect's written orders.
 - m. Details not on the original Contract Drawings.
 - n. Field records for variable and concealed conditions.
 - o. Record information on the Work that is shown only schematically.

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3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Legibly mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions, alternates utilized, changes made by addenda, modifications and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

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PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours. Record drawings will be reviewed monthly with payment requests.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
 - 2. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.

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2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.

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4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.

5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.

7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.

8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

- B. Set up instructional equipment at instruction location.

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3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect / Engineer will describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish a representative to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven (7) days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a performance-based demonstration.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 01 79 00